



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

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

October 7, 2020

Dear Prospective Proposers,

SUBJECT: Instructions to Proposers
Request for Proposals (RFP): FY21-138 Program Manager – Cost and Program Control Services

Lori Alhadeff
Robin Bartleman
Patricia Good
Heather P. Brinkworth
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 **Program Manager – Cost and Program Control Services**. Any questions regarding this RFP should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to luiz.perez@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 Qualification Selection Evaluation Committee ("QSEC") Member, or any other School District employee after Procurement & 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 the 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>.

- **MANDATORY BIDDERS' CONFERENCE**

A Proposers' Conference will be held on **10/14/2020**, beginning at **10:00 AM** Eastern Time (ET), through the Microsoft Teams Virtual Platform. To register, EMAIL the names, email addresses, and phone numbers of the individuals that will be participating to: luiz.perez@browardschools.com. Representatives from all interested companies are encouraged to attend.

- **REQUIRED RESPONSE FORM**

Section 1 - 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. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

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

- **STATEMENT OF "NO BID"**

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

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

Luis E. Perez
Purchasing Agent III



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

REQUEST FOR PROPOSALS (RFP)

RFP # FY21-138

PROGRAM MANAGER – COST AND PROGRAM CONTROL SERVICES

Public Announcement

Notice is hereby given that SEALED PROPOSALS will be received by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Sunrise, FL 33351, Suite 323 up to 02:00 PM on November 6, 2020, and opened immediately thereafter in Bid Room #1, #2, #3 and/or #4, for provision of all materials and labor necessary for Program Manager – Cost and Program Control Services as described herein.

A **MANDATORY** Proposers' conference will take place **VIRTUALLY** utilizing the Microsoft Teams Platform at 10:00 AM on October 14, 2020. All interested parties are invited to attend. See the RFP Section 2.0 – Calendar for additional information on the mandatory pre-submittal conference.

Bid details can be found online by visiting the following website:

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&LP=BB&mi=10150

To be advertised on October 7, 2020

REQUEST FOR PROPOSALS (RFP)

RFP FY21-138

Program Manager – Cost and Program Control Services



RFP Release Date: Wednesday, October 7, 2020

Mandatory Proposers' Conference: * Wednesday, October 14, 2020 (10:00 AM) through the Microsoft Teams Virtual Platform. To register, EMAIL the names, titles, email addresses, and phone numbers of the individuals that will be participating to:
luis.perez@browardschools.com

Written Questions Due: On or Before 5:00 p.m. ET
Monday, October 26, 2020
in Procurement & Warehousing Services Department
or via email to: luis.perez@browardschools.com

Proposals Due: * On or Before 2:00 p.m. ET
Friday, November 6, 2020
in Procurement & Warehousing Services Department


**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

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

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	The School Board of Broward County, Florida PROCUREMENT & WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	REQUEST FOR PROPOSAL (RFP)	
DUE DATE: This proposal must be submitted to the Procurement & Warehousing Service Department , The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 on or before 2:00 p.m. Eastern Time (ET): November 6, 2020 and plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.	RFP NO.: FY21-138	RELEASE DATE: DATE: October 7, 2020	PURCHASING AGENT: PA's Name: Luis E. Perez 754-321-0515
RFP TITLE: Program Manager – Cost and Program Control Services			
Note: Cost of Service Should be submitted in a sealed envelope along with, but separate, from the remainder of the proposal.			
<p>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 <u>IDENTICAL</u> 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.</p>			
SECTION 1 – REQUIRED RESPONSE FORM			
NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.1.4).			
Proposer's (Company) Name and state "Doing Business As", where applicable:		"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on 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:		Proposers Taxpayer Identification Number:	
Contact Person:		Contact Telephone Number:	
Contact Person's E-Mail Address:			
E-Mail Address for PO:			
Proposal Certification			
<p>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.</p>			
Signature of Proposer's Authorized Representative		Date	
Name of Proposer's Authorized Representative		Title of Proposer's Authorized Representative	
<p><i>Please sign all originals in blue ink.</i></p>			

SECTION 2 – CALENDAR

RFP Release Date:	Wednesday, October 7, 2020
Mandatory Proposers' Conference (CMT):	Wednesday, October 14, 2020 at 10:00 AM (*) (***) through the Microsoft Teams Virtual Platform. To register, EMAIL the names, email addresses, and phone numbers of the individuals that will be participating to: luis.perez@browardschools.com
Written Questions Due:	On or Before 5:00 PM ET Monday, October 26, 2020 in Procurement & Warehousing Services Department 7720 West Oakland Park Blvd - Suite 323 Sunrise, FL 33351 or via email to: luis.perez@browardschools.com
Proposals Due:	On or Before 2:00 PM ET (*) Friday, November 6, 2020 in Procurement & Warehousing Services Department
Proposer Interviews and QSEC Meeting:	November 18, 2020 at 9:00 AM (*) (**) (***) Via Microsoft Teams and At Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704
Posting of Evaluation of QSEC's Recommendation:	Approximately 5 business days after QSEC Review Recommendation to award shall be posted.
Tentative School Board Award Date:	RSBM January 2021

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the 3rd Floor.

** 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.

**** QSEC Meeting** – The date of the selection committee evaluation and review meeting is approximate and may be changed via Addendum or Notice. During the QSEC Meeting, QSEC members will review and score the Proposals. Proposers will be asked to give a 20-minute presentation to QSEC regarding their experience, approach to cost and program controls, mobilization planning, staffing, additional services, and ability to meet Supplier Diversity Outreach Program initiatives. Presentations may utilize PowerPoint, but no additional handouts or paperwork from Proposers, except the printout of the PowerPoint presentation, will be permitted. Presentations may be followed by Questions from the committee members. Accordingly, District staff shall establish a meeting schedule including specific randomly selected time slots for Proposer presentations to QSEC.

NOTE: The QSEC meeting schedule and assigned time slots are only estimates and are subject to change at the sole discretion of QSEC depending upon the progress of the meeting. As such, Proposers are strongly encouraged, but not required, to have a representative be physically present at the designated meeting site location for the entire meeting (in addition to its scheduled time slot) to be available for presentations and to attend the opening and closing portions of the meeting.

***Telephone conferencing or other telecommunications communications media technology (CMT*) may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting. In addition, meetings designated with the notation "CMT" will be conducted using communications media technology. The type of CMT being used, how the public may access the CMT meeting, and a contact source for the public to get more information about the CMT meeting is listed for each meeting to be conducted using CMT.

SECTION 3 – INTRODUCTION AND GENERAL INFORMATION

- 3.1 **INTRODUCTION:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC"), desires to receive proposals for Cost and Program Controls Management Services for educational facilities projects District-wide, to include all types and manner of control services related to Owner's design and construction programs as required and directed by the District. See Cost and Program Controls, herein, for a description of services. The Board will consider contracts with one Respondent to provide these services. This RFP describes the selection process and the documentation required for submitting proposals.
- 3.2 **CONTRACT TERM:** The purpose of this RFP is to establish a contract beginning on the **day after award and continuing for three (3) years**. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. The Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All costs shall be firm for the term of the contract as stated in Section 3.3 of this RFP. The Proposer agrees to this condition by signing its proposal.
- 3.3 **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 3.4 **QUESTIONS AND INTERPRETATIONS:** Any questions, requests for clarifications or interpretations concerning any portion of this RFP (or reporting errors, inconsistencies, or ambiguities) during the proposal preparation period must be submitted, in writing, to **Luis E. Perez, Purchasing Agent III, Procurement & Warehousing Services Department**, at the address listed in Section 2 or via e-mail luis.perez@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 October 5, 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.
- 3.5 **MANDATORY PROPOSERS' CONFERENCE:** A Mandatory Proposers' Conference will be held on **10/14/2020**, beginning at 10:00 AM through the Microsoft Teams Virtual Platform. To register, EMAIL the names, titles, email addresses, and phone numbers of the individuals that will be participating to: luis.perez@browardschools.com.
- The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 3.4 Questions and Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers. In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding S/M/WBE participation.
- 3.6 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 4. Proposals shall be organized and shall include necessary information as to be in full compliance with this Section. In order to facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4 or that does not include any necessary information.

- 3.7 **DEDUCTIONS:** The Proposer must strictly comply with the submission requirements of this RFP in its entirety. Firms that do not strictly comply with each section's requirements will receive a half-point (0.50) deduction for EACH technicality or irregularity. All applicable deductions shall reduce the Proposer's final score.
- 3.8 **PROPOSAL PACKAGE REQUIREMENTS:**
- One (1) complete, original printed hard copy Proposal (clearly labeled as "original").
 - One (1) complete, original electronic version (clearly labeled as "original"), which must be identical to the hard-copy original. Electronic version should clearly identify the RFP # and Firm Name. Abbreviated Firm name is sufficient.
 - Two (2) complete, electronic version copies (clearly labeled as "copy"), which must be identical to the original electronic version. Electronic version should clearly identify the RFP # and Firm Name.
 - Eight (8) additional printed hard copies (which must be identical to the original Proposal except they shall be labeled as "copy").
 - Proposals shall be submitted in a sealed envelope (package, box, etc.) with the RFP number and description clearly identified by label on the Package along with the Proposers Name.
- 3.9 **PREPARATION COST OF PROPOSAL:** The Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 3.10 **ADDENDA:** It is the sole responsibility of the Proposer to assure it has received the entire Proposal and any and all Addenda.
- 3.11 **TIMELY SUBMITTAL OF PROPOSAL:** It is the sole responsibility of the Proposer to assure that its Proposal is time stamped in the Procurement & Warehousing Services Department on or before the date and time stated in Section 2.0.
- 3.12 **LATE SUBMITTALS:** No submissions made after the Proposal opening, amending or supplementing the Proposal, will be considered.
- 3.13 **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn at any time, in writing, prior to the start of QSEC for the applicable RFP.
- 3.14 **EVALUATION AND AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.0 of the RFP in order to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by the Qualification Selection Evaluation Committee ("QSEC"). **General Condition 8.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**
- Based upon the evaluation of proposals, the QSEC will recommend Proposer(s) to SBBC for an award. The number of firms to be recommended is solely at the discretion of the QSEC.
- 3.15 **GRATUITIES:** Proposers shall not provide any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any QSEC Members, for any reason during this entire procurement process.
- 3.16 **PUBLIC ENTITY CRIMES:** By submitting a proposal, the proposer represents that restrictions related to public entity crimes stated in Section 287.133(2) (a), Florida Statutes and referenced in Section 8.50 of the General Conditions, do not apply to either its company, or that of its subcontractors or suppliers
- 3.17 **LOBBYIST ACTIVITIES:** In accordance with School Board 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.

- 3.17.1 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.
- 3.17.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 3.17.3 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 SBBC's website, www.browardschools.com.
- 3.17.4 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.
- 3.17.5 Senior-level employees and/or School Board Members are prohibited from lobbying activities for two (2) years after resignation or retirement or expiration of their term of office.
- 3.17.6 The Office of the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

3.18 CERTIFICATION REGARDING SCRUTINIZED ACTIVITIES: By submitting its bid, proposal or Proposal, the Proposer certifies that it is not participating in a boycott of Israel; it is not on the List of Scrutinized Companies that Boycott Israel; it is no on the List of Scrutinized Companies with Activities in Sudan; it is not on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; and that it is not engaged in business operations in Cuba or Syria.

3.19 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 QSEC Member, or any other school district employee after the Procurement & Warehousing Services Department releases a solicitation to the general public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless otherwise notified by the Procurement & Warehousing Services Department. This "Cone of Silence" period shall go into effect upon the time of release of the solicitation and shall remain in effect until SBBC either awards a contract or rejects all Proposals. Further, any Proposer, its principals, or its 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 SBBC. 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 Proposer or its lobbyist who violates this provision shall cause the Proposer's Proposal to be considered non-responsive and therefore be ineligible for award. This prohibition does not apply to:

- Telephone calls to the Procurement & Warehousing Services staff to request copies of this RFP, to confirm attendance, or request directions regarding an interview notification received;
- Delivery of the Respondent's Submittal;
- Discussion at the interview;
- Delivery of written questions about the RFP;
- Review of background/contract documents at the staff offices;
- Public Records Request; and/or

- Bid protest proceedings.

3.20 Supplier Diversity Outreach Program (SDOP) Guidelines and Standard Operating Procedures Information:

SBBC has implemented School Board Policy 3330 Supplier Diversity Outreach Program. The provisions of the Policy shall apply to all competitive solicitations for construction, professional services, commodities and other contractual services, and any resulting contract documents including change orders, and amendments. Refer to SDOP Guidelines (See Attachment A).

This RFP includes participation goals for SBBC-certified M/WBEs. Refer to Section 4.2.6 and Section 5.0 Evaluation of Proposals – 5.4.3 Scoring of M/WBE Participation – Section E for additional information.

For information regarding M/WBE certification, or to obtain information on locating certified M/WBEs, contact Supplier Diversity Outreach Program (SDOP) at 754-321-0505 or visit BrowardSchools.com/SDOP.

3.20.1 Nondiscrimination:

Each Proposer hereby certifies and agrees that the following information is correct:

In preparing its response to this project, the Proposer 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 Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

3.20.2 Certification Application Instructions:

To ensure that firms seeking to participate in the Supplier Diversity Outreach Program (SDOP) qualify as Small Business Enterprises (SBEs), or are at least fifty-one (51%) percent legitimately owned, operated and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women Business Enterprise (S/M/WBE) ownership status by the SDOP Office prior to the time of the proposal submission. A letter or certificate confirming the SDOP Office's approval of S/M/WBE certification status must be submitted for each S/M/WBE firm as part of the Proposal submission.

Important Points to Remember:

(a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval process typically take up to sixty (60) days after receipt of the completed application.

(b) Please contact the Supplier Diversity Outreach Program Office for the application or information on the certification requirements and process at (754) 321-0505 or email at sdopcertification@browardschools.com.

DEFINITIONS

The following terms shall have the listed meanings (the definitions shall not apply outside of this section where inconsistent with those listed elsewhere in the Solicitation Documents).

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance,

evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures.)

Consultant: An individual, firm, partnership, corporation or combination thereof submitting a proposal for the work as specified herein.

Subconsultant: A person or entity who has a direct contract with the prime Proposer to perform a portion of the Work.

Minority and/or Women Business Enterprises (M/WBE or M/WBES): a firm that is certified in accordance with SBBC Policy No. 3330 as either a minority business enterprise or as a women business enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Small Business Enterprises (SBE or SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being 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 as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

3.21 WITHDRAWAL OR CANCELLATION OF RFP BY SBBC:

- 3.21.1 **Withdrawal:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.
- 3.21.2 **Cancellation:** In the best interest of SBBC, SBBC reserves the right to cancel this RFP at any time prior to the award of a contract(s).

SECTION 4 – REQUIRED PROPOSAL FORMAT AND RESPONSE INFORMATION

4.1 EVALUATION CRITERIA: 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 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the QSEC in evaluating 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 that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero (0) or reduced allocation of points for the criteria and may result in disqualification of the entire proposal. SBBC's Procurement & Warehousing Services Department staff shall determine whether each Proposer has addressed and provided all RFP submittal requirements. Requirements shall be presented in two (2) parts. Part A is the submission and evaluation of the Proposal. Part B is the presentation and interview requirements with Proposers. 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 QSEC for further evaluation.

4.1.1 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS: The scope of services & performance specifications listed are minimum requirements. By providing a proposal, 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, by stating its willingness to comply with each requirement.

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 QSEC in Sections C and D.

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.2.6	*Submit an M/WBE Monthly Subcontractor Utilization Report to the Economic Development & Diversity Compliance (EDDC) Department with proof of payment made to each Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing shall coincide with invoice submission, whether the M/WBE(s) received payment or not.			
6.2	CPCM Responsibility for Supporting, Maintaining, and Enhancing Capital Program Relationships			
6.3.7	Community Outreach and Public Involvement			
6.4.6	Program Management Software: e-Builder			
6.7.1	Schedule Controls per (Program & Project) – Monthly			
6.7.2	Budgeting & Cost Control Process per Project			
6.7.3	Change Management per Program–Monthly			
6.7.4	Risk Management and Market Conditions Evaluation			
6.7.5	Knowledge Management/Continuous Improvement at Program & Project Level – Quarterly			
6.7.6	Staffing / Responsibility Matrix – Initiation Phase and Quarterly			
6.7.7	Procurement Management			
6.7.8	Performance Evaluation at Program & Project Level – Monthly			
6.7.9	Mobilization Plan – Initiation Phase			

4.2 PART A – PROPOSAL REQUIREMENTS: It is required that Proposals be organized with tabs in the manner specified below and with all the information as identified. In addition to the minimum eligibility requirements, Section A and Section B below are pass-fail as reviewed by the Procurement & Warehousing Department.

4.2.1 **Title Page**

- Line 1 Include RFP number and name;
- Line 2 The RFP Due Date;
- Line 3 The name of the Proposer (company/firm name);
- Line 4 Company/firm address;
- Line 5 Company/firm telephone number.

4.2.2 **Section A – General**

NOTE: Failure to strictly comply with this section may result in a recommendation to reject the Proposal.

Section A1 Table of Contents

Include a clear identification of the material by scoring sections with section number and by page number. The Proposal page numbers should correspond to the page numbers in the Table of Contents. The sections of the Proposal should correspond with the Sections in 4.2 of the RFP.

Section A2 Letter of Responsibility and Notice

Include the names of the persons who will be authorized to make decisions for the Proposer's response to this RFP, and for the Proposer efforts that may result from this RFP. Provide titles, work addresses, telephone numbers, and e-mail addresses for each authorized decision-maker. The Letter of Responsibility is to be submitted on the Proposer's letterhead and signed by an Officer of the Proposer's company. For joint ventures, the information in this section should be provided for the principal place of business designated with the State of Florida Department of State.

Should the Proposer become an Awardee under this RFP, specify the name/title, address, and email address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee, including person(s) to be in Copy.

(One (1) page maximum)

Section A3 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 your proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. The requested information below must be 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.

1. Complete and return the Required Response Form in accordance with Section B1 below.
2. Proposer must meet or exceed the requirements of Section 8.1, Liability. Provide a statement indicating that the Proposer will meet or exceed the requirements as written in Section 8.1 for this contract. Failure to agree to section 4.1.1.1 shall result in disqualification of your proposal.
3. Complete and return, with your proposal, Attachment B – CONFLICT OF INTEREST of the RFP. This is a required document.
4. Complete and return, with your proposal, Attachment D – DEBARMENT of the RFP. This is a required document.

5. Complete and return, with your proposal, Attachment H – DRUG-FREE WORKPLACE of the RFP. This is a required document.

Section A4 **Signed Addenda**

Include signed and dated copies of **the first page of all addenda** to verify and acknowledge receipt. All pages to each addendum do not need to be submitted.

4.2.3 **Section B – Required Forms, Licenses, Certificates, History**

NOTE: Failure to strictly comply with this section may result in a recommendation to reject the Proposal. Failure to strictly comply with Section B1 shall result in a recommendation to reject the Proposals.

Section B1 **Required Response Form**

Modifications or alterations to this form shall not be accepted and will cause the Proposal to be rejected and not reviewed. The Required Response Form shall be the only acceptable form. The Required Response Form shall be completed in ink or typewritten. The signed "original" Required Response Form shall be submitted within the Proposal Package labeled as the "original." **Failure to include the Required Response Form and/or failure to sign the Required Response Form within the Proposal labeled as the "original" SHALL result in the rejection of the Proposer's solicitation response.** Refer to Section 1 of this RFP.

JOINT VENTURES

The Required Response Form for Joint Venture Proposals shall follow the requirements set forth in this section. In the event multiple business entities submit a joint Proposal as a joint venture in response to the RFP, such joint venture shall comply in all respects with the requirements of Rule 61G6-5.011, Florida F.A.C. The joint venture shall designate a single Proposer to be the "Prime Firm". The Prime Firm shall prepare and submit a list of the names and addresses of all business entities of the Joint Venture Proposals. The Prime Firm shall provide all insurance requirements, execute any and all Contract Documents, complete the Required Response Form shown herein, and have overall and complete authority to resolve any dispute which may arise from work associated with this contract.

Only a single contract with one Proposer shall be acceptable. Prime Firm responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other business entities participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Firm shall also prepare and present a consolidated invoice(s) for services performed. The SBBC shall issue only one (1) check for each consolidated invoice to the Prime Firm for services performed. The Prime Firm shall remain responsible for performing services associated with response to this RFP. Each participant in the joint venture must sign a statement of authority (as set out in Rule 61G4-15.002, F.A.C.) giving the Prime Firm full authority to conduct the contracting business of the participant. A copy of the executed joint venture agreement and statements of authority must be submitted together with its Proposal. If the joint venture is a limited partnership, the qualifying business organization or individual must be a general partner of the joint venture.

Section B2 **Certifications, Licenses, and Registrations (Florida)**

A Proposer **shall** be registered in the SBBC eProcure Online Supplier Portal (www.browardschools.com/pws) and obtain a Compliance Approval status prior to the due date of its Proposal. Requirement will be validated by Procurement staff after the receipt of the Proposal.

Additionally, all appropriate licensing numbers shall be provided on a list and include expiration dates. This list is to include the type of license or registration license number and name of the license holder. Examples include, but not limited to:

1. State of Florida Department of State Division of Corporations filing (Sunbiz.org) for the firm
2. The Proposer's Fictitious Name filing (d/b/a registration) (if applicable)
3. All appropriate licenses **on a list** and include **expiration dates**
4. Firms Construction Licenses (not required) and Registrations for the Proposer and Subconsultants
5. Firms Architectural Licenses (not required) for the Proposer and Subconsultants
6. S/M/WBE Certificate (as applicable) – **for Proposer**
7. Continue as appropriate

Section B3 **Proposer History**

Provide a listing of current and former business entities that the Proposer is operating under and has operated under in the past. List the number of years the Proposer has operated under each name. Provide the total number of years the Proposer has been in business. For joint ventures,

each partner/entity should provide a listing of current and former business entities, the number of years it operated under each name, and the total number of years the Proposer has been in business. The Proposer must have been in continuous business for a minimum of ten (10) years. If the CPCM is a joint venture, at least one of the companies within the joint venture must have been in continuous business for a minimum of ten (10) years.

The letter must be on the Proposer's company letterhead and signed by an officer of the Proposer's company.

Section B4 **Litigation**

Provide a list of any legal or regulatory action within the last three (3) years in which the Proposer is a named party. For all applicable legal or regulatory actions, identify the court or agency in or before which the action was instituted, the applicable case or file number, and the current status or disposition for such reported action. If the Proposer is not a party to any legal or regulatory action, provide a statement to that effect. For joint venture or team Proposers, submit the information requested above for each member of the joint venture or team.

As part of its response, the Proposer shall provide SBBC with a list of all instances within the immediate past three (3) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Proposer 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.

Section B5 **Conflict of Interest**

Proposers must disclose the names of any employees who are employed by the CPCM that are also employees of the SBBC. The identified persons may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes. Failure to submit the Conflict of Interest Form (**Attachment B**) with the Proposal may deem the Proposer's Proposal non-responsive.

Section B6 **Financial Capacity**

Proposers shall submit a copy of their three (3) most current audited financial statements, within the past five (5) years. If the Proposer is a joint venture or partnership all firms comprising the submitting entity shall submit the three (3) most current audited financial statement, within the past five (5) years. In addition, Proposers **shall provide a one (1) page summary** that indicates the Working Capital Ratio (Current Assets / Current Liabilities) and Net Profit Margin (Net Income/Sales*100) for each year. The Working Capital Ratios shall be positive (greater than 0) and shall be no less than 1 standard deviation below the mean of all Proposers in each of the three (3) most current audited financial statements, within the past

five (5) years. The Net Profit Margin shall be no less than 1 standard deviation below the mean of all Proposers in each of the three (3) most current audited financial statements, within the past five (5) years.

NOTES:

Section E shall be verified, evaluated, and scored by District Staff (not QSEC).

Section F shall be evaluated and scored by District Staff (not QSEC).

Portions of Section C2 and Section D1 below shall be evaluated and scored partially by District Staff.

All other portions of Section C and Section D below shall be evaluated and scored by QSEC.

4.2.4 Section C – Successful Experience (Fifty-Eight(58) maximum combined total points for C1, C2, C3, and C4)

Section C1 Executive Summary / Current Workload (Five (5) Points Maximum)

Executive Summary – (Two (2) Points Maximum) Submit a brief abstract stating the CPCM's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of this RFP. Summarize understanding of the delineation between the role of the CPCM and the Program Manager – Owner's Representative Services (Three (3) page maximum).

Current Workload Overall – (Three (3) Points Maximum) Demonstrate Proposer's ability to perform this work given Proposer's current project workload. Provide a list of all current and active Contracts. Provide the start and end date, client names and contact information, dollar value associated with CPCM's workload, the name of key personnel assigned to each contract including but not limited to executive management and program management (identify if personnel is in office or in field). Provide a list of current projects for all clients for firms that are being managed by the CPCM's office that will be responsible for this contract. Include all active contracts and all contracts where Proposer has been selected but is not yet under contract. Contracts related to cost and/or program controls services or program management services, list project construction values range, major scope items, delivery method, percent (%) completion, and anticipated completion date. **Provide the above information for Proposer's subconsultant(s)/team members.** For joint ventures, the information should be provided for all partners. (Five (5) page maximum).

Section C2 Firm's Successful Experience (Eighteen (18) Points Maximum) (Two (2) Points are scored by District Staff. See Section 5.5.1 – Section C2)

Proposer shall possess a minimum of five (5) years of successful experience providing Cost and Program Control Management Services (CPCM) for construction programs for K-12 non-charter public schools over the last ten (10) years. Proposer shall either provide a dated contract award letter from the awarding entity or provide a copy of the fully executed contract agreement as evidence of experience.

Proposer shall provide a statement of experience for the Proposer and its subconsultants / team members to perform the services requested under this RFP. Proposer shall describe the Proposer's capability with like size scope in the following areas related to Program Controls, including but not limited to:

1. Schedule Controls,
2. Budget Cost & Controls,
3. Change Management,
4. Risk Management and Market Conditions Evaluation, (MATCH TO Section 6.7 scope)
5. Knowledge Management/Continuous Improvement at Program & Project Levels,
6. Program, Staff, and Vendor Evaluation Tools
7. Project and program objectives reporting including projections, schedules, and costs,
8. Project controls and reporting,
9. Mobilization strategy including timeline,
10. e-Builder experience as program management software,

- a. Programming e-Builder to assist in workflows, reporting, and managing documents
 - b. Creating and Distributing reports
 - c. Effective communication through e-Builder
 - d. Using e-Builder for Knowledge Management
11. Industry Best Practices in K-12 Education,
 12. Community and public outreach and presentations (Be specific and provide examples),
 13. Board and/or regulatory body presentations and meeting participation,
 14. Contract Negotiation Team Participation,
 - a. Provide the quantity of negotiations that team members participated in and the savings that resulted from negotiations by program in the last five (5) years.
 15. Other technical capability for which the firm may be able to offer.

Proposer shall list **ALL** the contracts that best demonstrate each firm's experience in successfully completing scope similar to the scope included in this RFP **utilizing the staff being assigned to this contract.** Contracts must be active or have been successfully completed in the last ten (10) years from the due date of this RFP. Include the following information by firm for each program:

- Name and city, county, state.
- Contract owner and owner's representative name, address, telephone, and email.
- Program start and end date or anticipated end date.
- Size of program (gross square feet, construction costs, & number of construction projects).
- Summary of scope of work for projects included in the program.
- Role of the firm (Prime or Subconsultant).
- Scope of services provided for programs for which the Proposer's staff or subconsultant's staff was responsible.
- Name and roles of Staff provided for the program (i.e. Management staff, Estimators, etc.) and whether that personnel will be assigned to the contract resulting from this RFP.
- Any unique issues associated with the program and the creative initiative implemented by the CPCM to resolve the issues or assist in controlling costs or schedules.

Proposer shall provide a list of Cost and Program Control Management Services from which it has been terminated in the last ten (10) years. Proposer shall state the type of termination (termination for convenience or termination for cause) and reasons for the termination. If Proposer has not been terminated from a CPCM contract within the last ten (10) years, it should provide a statement addressing that fact.

(Fifteen (15) page maximum).

Section C3 Relevant Programs and References (Twelve (12) Points Maximum)

Relevant Programs (Three (3) Points Maximum per program) – Provide a list and description of a total of **three (3)** relevant programs in which the Proposer provided Cost and Program Controls Management Services for similar projects and scope to this solicitation. Relevant Program Management*** submissions must have been successfully completed within the past ten (10) years and include scope similar to the scope in this RFP. The Proposer may use project management references for public K-12 school renovation projects at least five (5) million dollars and similar in scope to the projects within this program that were completed in the past five (5) years. Proposer shall submit program management references that meets the requirements in this section for consideration. **Only programs in the contiguous United States of America shall be considered for evaluation and scoring.**

Indicate if Proposer was a subconsultant on each program management reference and include the detailed scope of services provided as a subconsultant. The Proposer must be listed as the Prime on at least two (2) of the Program references submitted.

The Relevant Program / Reference Form (RPR) advertised with this RFP shall be utilized in submitting the program references. For each **Relevant CPCM Contract**, include:

- Name and location of Relevant Program**;
- Summary of the scope of the Program, including construction delivery method(s) utilized, number and size range of projects, and types of project scopes of work included in the program. Provide details related to whether projects were new construction or renovations;
- **Detailed scope of services** that was performed by Proposer (include whether the Proposer was the prime or a subconsultant);
- **Describe controls and reporting that were implemented** throughout the program;
- Original Budgeted Cost of Construction for the program**;
- Final Construction Cost for the program**;
- Planned versus actual construction schedule in days**;
- Planned versus actual completed date (Month/Year of Certificate of Occupancy) **;
- S/M/WBE Percentage Goals vs Actual percentages**; and
- Name, title, and contact information of client/Relevant Project Owner** ("Reference").

**** Indicates items that are requested in the RPP Form. This information does not need to be replicated once included in the form. If an item on the RPP Form is not applicable, indicate with "N/A".**

******* References must be provided for programs where staff being proposed was engaged.

References (One (1.0) Point Maximum per project) - Provide References for the three (3) Relevant Programs utilizing the RPR Form (**Attachment F**). Relevant Program References will be contacted by School District staff. School District staff shall attempt to personally contact References no more than three (3) times. If a Reference is unable to be personally contacted or otherwise fails to respond to District staff, then such Reference shall be scored as zero (0) points. References for programs completed more than ten (10) years ago shall be scored as zero (0) points.

Respondents are encouraged to build upon the references provided with additional information to provide case studies of work performed for clients. Proposers may describe:

- How document control and project management software was utilized;
- How workflows were created to streamline processes;
- Cost and Program Controls including scheduling, budgeting (both program and project level),
- Presentations utilized;
- Examples of outreach to the public and community throughout program including meetings held, literature provided, types of presentation utilized;
- Information on the frequency and types of reporting provided; and
- Detail information on the interaction with Program Manager handling Owner's Representative Services, Capital Planning & Budgeting Office, and Construction and Facilities Maintenance department.
- Provide a reference letter from the owner. If unavailable, provide reasons for the unavailability.

Only contracts held by the Proposer will be considered. Contracts held by a subsidiary or parent company, a subconsultant, or an individual team members' previous company will not be considered.

(Four (4) page maximum for Section C3)

Section C4 Approach to Cost and Program Controls (Twenty-Three (23) Points Maximum)

Proposer shall discuss its approach to providing Program and Cost Controls for the SBBC Capital Program. Proposer shall explain its project controls process, systems, database(s), and scheduling. E-Builder is

utilized for document control, process controls, and knowledge management. Proposer shall provide its experience and its staff and subconsultants experience with E-Builder.

Proposer shall discuss its approach to Scheduling Controls, Budgeting and Cost Controls, Cost Estimating, Risk Management, Change Management, Cash Flow and Funding Source Management, and Program and Project Reporting.

Provide details on how Proposer plans to monitor and control costs and schedules to deliver quality projects of various sizes in an effective and timely manner. Include a process for identifying and managing the risks, challenges, strategy, and proposed methodology that will be employed to successfully deliver the scope defined in the RFP. Describe approach to define, document, and update lessons learned and Standard Operating Procedures (SOPs) that will provide continuous improvement in the Program and mitigate Program risks.

Describe CPCM team's knowledge of the SBBC Capital Program and its policies, State Requirements for Educational Facilities (SREF), local codes and ordinances, cost containment strategies, and earned value management.

State the office location from which the Proposers' Senior Management will be conducted and its distance from the Office of Capital Programs, located at 2301 NW 26th Street, Fort Lauderdale, FL 33311. If the stated office location is outside of Broward, Miami-Dade, and Palm Beach Counties, CPCM staff and assigned lead(s) will have office space for program management staff assigned at the Office of Capital Programs or other designated location. (Ten (10) page maximum).

4.2.5 **Section D – Mobilization / Team Composition / Staffing Plan** (Twenty (20) maximum combined total points for sections D1, D2, and D3)

Section D1 Mobilization (Five (5) Points Maximum)

Proposer shall propose a detailed mobilization plan. The mobilization plan must clearly demonstrate that the respondents recognize that time is of the essence, provide a timeline with key activities at 30, 60, and 90 days.

Section D2 Team Structure (Five (5) Points Maximum) (Two (2) Points are scored by District Staff)

Proposer shall describe the structure of its team, including all subconsultants. It shall include the relationship of team members, past experience and the number of years working together as prime and subconsultants on a team, and the availability of team members to successfully complete the scope of this RFP. Indicate which services the prime firm offers with in-house staff, and indicate which services the firm may opt to utilize consultants. (Three (3) pages maximum).

Section D3 Staffing Plan / Key Personnel (Ten (10) Points Maximum)

Provide the names of the CPCM's Management Staff intended for use in this Program. Identify the Company Officer to be in charge of the Program. Identify any other key staff member and team members that will be assigned to this project. List the office location / main office from which each staff works. Provide a list of positions and number of each position that the CPCM feels will be required to successfully fulfill the scope of services required in this solicitation. **Note: This should correlate directly to the Sealed Cost Proposal.** Include resumes for key personnel and all personnel identified for this solicitation. Resumes shall include, but not be limited to, name, title, other job assignments, years with current firm, and years with previous firms, project experience with each firm (include project types, size in square footage and construction costs, role on project), people/team management experience (if applicable), education, and credentials including any licenses, registrations, and certifications held by the proposed personnel.

Key Personnel* indicated in the CPCM's Proposal are expected to actually perform services in this program. The use of Key Personnel other than those listed in the Proposer's Proposal without the prior written approval by the Executive Director, Capital Programs, shall be a material breach of the Program Manager – Cost and Program Controls Services Agreement.

In addition, provide a responsibility matrix that goes above and beyond an organizational chart. The responsibility matrix will identify critical cost and program control activities, and the responsibilities of key CPCM personnel with respect to those activities. Respondents are to propose a matrix with both key personnel and additional resources available on an as needed basis.

Provide, on a separate page, a list of contacts for the Key Personnel including name, role, email, phone, and cell phone number.

*All staffing will need to be approved by the owner.

4.2.6 **Section E – Supplier Diversity Outreach Program** (Fifteen (15) Points Maximum)

The Proposer shall review the Supplier Diversity Outreach Program Guidelines (see instructions to access the in Section 9 Attachment A).

Each Proposer shall submit its intended or planned subconsultant(s) for this project as applicable and in the format as required per this RFP.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

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

- a. Whether the most recent data on M/WBE utilization in the absence of race-conscious APIs indicate that construction contracts of this type have exhibited significant disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors;
- b. Whether race-and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors based upon past contract award and payment data;
- c. Whether a particular API is the least burdensome available remedy to non-M/WBE Respondents that is narrowly tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in construction contracts; and
- d. The experiences of other jurisdictions within the District's relevant marketplace for construction services.

Accordingly, the GSC has applied the terms and conditions of the following Industry-Specific Remedial Affirmative Procurement Initiatives to this RFP and the resulting contract

INSTRUCTIONS TO PROPOSERS

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established an MWBE Subcontracting Goals Program in the scoring of proposals submitted in response to this RFP. Bidder Firms responding to this solicitation **must submit a completed Statement of Intent (Document 00470) and Participation Schedule (Document 00475)** listing subconsultant/s intended to utilize on this contract. (See Attachment A)

4.2.6.1 SDOP Goals

As a condition of being awarded the contract for this RFP, the Proposer agrees and commits to using its best efforts to achieve or fully satisfy all the requirements for each Affirmative Procurement Initiative that has been applied by the GSC to this contract. Such compliance is understood to be a material term of the contract, and shall include, but not be limited to, the consultant's responsibility to ensure compliance with the M/WBE Subcontracting Goals Commitment.

For this RFP and the resultant contract, the following terms and conditions shall apply:

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Goals Program:

SBBC has identified a **twenty-nine percent (29%) participation goal** for Proposers that **subcontract with eligible SBBC-Certified M/WBE firms** for at least twenty-nine percent (29%) of the total contract value. See the definition of M/WBE in Section B.2. of Policy 3330. In the absence of a waiver granted by SDOP, failure of a Bidder to commit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its Qualifications Statement non-responsive to the MWBE requirements.

The full scoring matrix for assignment of M/WBE Evaluation Points for participation in the MWBE Subcontracting Goals Program is located in Section 5.4.3 of this RFP.

Submission of Subcontractor Utilization Plan

Identify all M/WBE (if any) firms which will be utilized as Subcontractors in this Procurement. Subcontractor also refers to Subconsultants and team members that are utilized during the course of this procurement. The Proposer must provide SBBC M/WBE certificates for each firm to be utilized as a prime or subcontractor. Each M/WBE subcontractor and prime shall be listed in the Subcontractor Utilization Plan (as defined below) and submitted together with the proposal. The listing of M/WBEs in the Subcontractor Utilization Plan shall constitute the Proposer's representation to SBBC that the certified firms are technically and financially qualified and available to perform the assigned work. **Failure to provide complete and accurate information shall result in the proposal being deemed non-responsive to the M/WBE Requirements.**

The Subcontractor Utilization Plan, consisting of the following documentation, must be attached to the qualifications statement, if the document applies:

Please refer to Section 9 Attachment A

1. S/M/WBE Subcontractor Participation Schedule (Document 00475), signed by the Proposer.
2. Statement of Intent to Perform as an S/M/WBE Subcontractor Form for each M/WBE firm (Document 00470), signed by each Subconsultant/Subcontractor that has been selected for the project.
3. S/M/WBE Monthly Subcontractor's Utilization Report (Document 00485) **(Only required after Award)**
4. S/M/WBE Good Faith Effort (Document 00480), must be submitted by the Proposer **if the assigned subcontracting goals is not met. (This Document is ONLY required IF subcontracting Goals CANNOT be met)**

Should there be any discrepancy between percentages indicated in Document 00475 and Document 00470, the percentages indicated in Document 00470 shall be used to determine participation. If Document 00470 is not signed by the Subcontractor, participation attributed to the listed vendor **will not be included even if they are listed on Document 00475**. If no percentage is listed, the Proposer will not receive points. If a percentage range instead of fixed percentage is provided for a particular Subcontractor on the Statement of Intent to Perform as a S/M/WBE Subcontractor Form, the highest percentage in the range will be used to calculate participation, thereby effectively representing the Proposer's commitment to the contract goal.

Good Faith Effort

If the Proposer, after a good faith effort, cannot meet the M/WBE participation requirements from eligible, SBBC-certified M/WBE subcontractors, the Proposer shall submit a fully completed and executed **M/WBE Good Faith Effort Form** prior to approval. See the Supplier Diversity Outreach Program Guidelines for more information.

Please review Section E.2.d. of Policy 3330 at <http://www.browardschools.com/SDOP>, or call the Supplier Diversity Outreach Program Office at 754-321-0505.

4.2.7 **Section F – Cost Proposal** (Seven (7) Points Maximum)

One (1) Cost Proposal shall be submitted in a **separate sealed envelope**. Labeled Cost Proposal. Cost Proposal must not be combined with the Proposal demonstrating the information in Sections A through E.

For each position it deems necessary to deliver the scope of services identified in this RFP, the Proposer must submit a brief description of the function of the role, the single hourly rate for years 1, 2, and 3 and hours to be assigned to the program for each year. In addition, the Proposer must identify the Single Fixed Multiplier for each position and provide a total by year and then a total not-to-exceed cost for the initial three-year contract period. The Proposer must also provide the total proposed not-to-exceed amount for each additional extension year.

Attachment E must be utilized to submit this information. Review and follow any instructions in **Attachment E**. **Submit a separate excel file with the Electronic Submittal in a separate folder marked “Cost Proposal”**. Proposers shall align the not to exceed costs with the current program schedule. Proposers are encouraged to review the expected deliverables outlined in this scope of services and Schedule F – Authorization to Proceed in developing the cost proposal.

A sample fee schedule is shown below.

4.3 **PART B – PRESENTATION AND INTERVIEW REQUIREMENTS:** The Proposer will provide a 20-minute presentation that reviews its Proposal. The presentation should elaborate on information contained in the Proposal, but it shall not contain information that is not presented in its Proposal. No other hand-outs, display boards, models or any other props are to be utilized or even brought into the presentation. The presentation shall utilize Microsoft PowerPoint. **The presentation shall not contain a reference to fees or construction costs.**

4.3.1 **Presentation Submission Requirements**

- Proposer shall provide twelve (12) printed hard-copies the day of the presentation
- Proposer shall provide a flash drive to the Purchasing Agent with the final Microsoft PowerPoint presentation on the day of the presentation.

4.3.2 **Presentation and Interview Participants:** Key Personnel from the Proposer and its subconsultant(s) should be present at the time of presentation and interviews with QSEC.

SECTION 5 – EVALUATION OF PROPOSALS

- 5.1 **EVALUATION OF FIRMS:** The submittal of a Proposal will be evaluated by District Staff and QSEC. Responsive and responsible Proposals shall be presented to QSEC members for evaluation and scoring and Proposers shall be invited for an interview. Proposers shall make a presentation to QSEC based on the firm's Proposal.

<u>SECTION</u>	<u>POSSIBLE POINTS</u>	<u>EVALUATOR</u>
Section A – General	Pass/Fail	District Staff
Section B – Required Forms	Pass/Fail	District Staff
<u>Section C – Experience, References, and Approach</u>		
Section C1		
• Executive Summary	0 to 2	QSEC
• Current Workload Overall	0 to 3	QSEC
Section C2 – Proposer Experience	0 to 16	QSEC
Section C2 – Proposer Experience (Prime CPCM experience)	0 or 2	District Staff
Section C3 – Relevant Program / References	0 to 12	QSEC
Section C4 – Approach to Cost and Program Controls	0 to 23	QSEC
<u>Section D – Mobilization / Team Composition</u>		
Section D1 – Mobilization	0 to 5	QSEC
Section D2 – Team Structure	0 to 3	QSEC
Section D2 – Team Structure (Team experience working together)	0 or 2	District Staff
Section D3 – Staffing Plan & Key Personnel	0 to 10	QSEC
<u>Section E – Supplier Diversity & Outreach Program</u>		
Section E – M/WBE Subcontracting Goal	0 to 15	District Staff
<u>Section F – Cost Proposal</u>		
Section F – Cost Proposal	0 to 7	District Staff
TOTAL POSSIBLE POINTS	100	

- 5.2 **COMMITTEE QUESTIONS:** The QSEC 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 **ORAL PRESENTATIONS:** The QSEC reserves the right to make its recommendations based solely on the information contained in the submitted proposals. The QSEC further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers. If the QSEC received oral presentations or conducts question and answer sessions with any of the Proposers, such presentations and/or sessions will be completely recorded and will be conducted to the exclusion of other Proposers in accordance with Section 286.0113(2), Florida Statutes. If such presentations and/or sessions are required under this RFP, they will be conducted prior to the QSEC's evaluation of proposals and considered by the QSEC when it scores proposals in accordance with Section 5.1 of this RFP.

- 5.4 **Initial Screening:** School District staff will review factors for each Proposal.

- 5.4.1 **Responsiveness:** Proposers' Proposals shall be evaluated by District staff to determine whether each Proposer is responsive and responsible. Proposers determined by District staff to be non-responsive or non-responsible shall be notified of such determination in advance of the applicable QSEC meeting. Staff shall present its recommendation to find applicable Proposer(s) non-responsive or non-responsible to QSEC for consideration at the QSEC meeting. Staff shall present its recommendation of waivers and technicalities found in Proposers' Proposals (when applicable) to QSEC for consideration at the beginning of QSEC meeting. Should the recommendation of waivers and technicalities for a Proposer(s) not be accepted by QSEC, the applicable Proposer(s) will be deemed non-responsive and discussions with the Proposer(s) will not take place. QSEC will recommend to SBBC, that SBBC reject the applicable Proposer(s) Proposal.
- 5.4.2 **Initial Scoring:** Each of the scores described in this Section 5.4.2 will be provided to QSEC on the day of the meeting after QSEC members have completed their individual scoring and shall be added to the scores provided by each QSEC member.

Section C2 – Firm Experience, shall be partially scored by District staff.

Section C4 – Cost Proposal, shall be scored by District staff using the formula below. A maximum of seven (7) points will be awarded for the Cost of Services Section of the RFP. The Proposer offering the lowest total cost of services (including the initial three-year contract and the additional one-year extensions) shall earn the maximum of seven (7) points. The highest total cost of services shall earn zero (0) points. The remaining proposals earn cost of service points through a cost conversion formula. The following **formula** will be used for the award of cost of service points is:

$$[(\text{Remaining proposer} - \text{lowest cost proposer}) / \text{lowest cost proposer}] \times 7 \text{ Points.}$$

Section D1 – Team Structure, shall be partially scored by District staff.

Section E – Supplier Diversity Outreach Program will be scored by District staff, not by QSEC, and such scores shall be provided to QSEC on the day of the meeting after QSEC members have completed their individual scoring. See Section 5.4.3.

5.4.3 **Scoring of M/WBE Participation – Section E:**

The SBBC shall award a maximum of fifteen (15) points for M/WBE Participation as listed in the Evaluation Point Tables below. At the time the Proposal is submitted, the Proposer shall identify all SBBC-certified M/WBE firms (if any) which will be utilized by completing the S/M/WBE Subcontractor Participation Schedule (Document 00475) and Statement of Intent to Perform as an S/M/WBE Subcontractor (Document 00470). See **Section 9 Attachment A**.

<u>M/WBE Participation Commitment Percentage of Total Contract Value</u>	<u>Assigned # of M/WBE Preference Points</u>
0% – 29%*	0
30% – 34%	3
35% – 39%	6
40% – 44%	10
45% – 49%	15

*29% is the minimum stated goal. No points are awarded for committing to the minimum goal.

NOTE: Points for Category E shall be provided by the Economic Development and Diversity (EDDC) Staff for use by QSEC members.

5.5 **QSEC EVALUATION SCORING AND QSEC RFP SCORING RUBRIC**

The ***Qualification Selection Evaluation Committee (“QSEC”) RFP Scoring Rubric (“the Rubric”)*** provides guidance to the QSEC members during evaluations of Program Manager – Cost and Program Control (CPCM) Services Proposals. In each category shown below, recommendations are provided to include a breakdown for Excellent, Good, Fair, or Poor. QSEC members will be asked to associate specific points to the response of each specific Proposer. The breakdown below should be used to assist QSEC members in assigning points to the quality of each submittal and each presentation.

Evaluation Scoring: QSEC members shall review the RFP responses in order to rank the Proposers. Proposers shall give a 20-minute presentation to QSEC members which will be followed by an Interview period to assist QSEC members in the evaluating Proposals. QSEC members shall be provided with the ***Rubric*** below to provide guidance during the evaluation of Proposals. Each QSEC member shall complete a Final Evaluation Form and score independently. Each QSEC Members shall ensure that no two (2) Proposers’ scores shall be the same on their individual Final Evaluation Form. The highest and lowest scores given by a QSEC Member for each Proposer shall be omitted, and the remaining scores shall be averaged for each Proposer. Evaluation Scoring consists of one hundred (100) points maximum, of which Seventy-four (74) points maximum are scored by QSEC members.

5.5.1 **Section C – Successful Experience, References, and Approach** (Fifty-Three (53) Points Maximum, Fifty-One (51) Points Maximum scored by QSEC)

Section C1 Executive Summary (Two (2) Points Maximum):

Excellent – 2 points
Good to Fair – 1 point
Not Included – 0 points

Executive Summary is within page count limitations (see section C1 of the RFP).
Firm shall demonstrate:

- A strong understanding the scope of services for this RFP.
- The capability to deliver scope outlined in this RFP.
- The ability to comply with terms and conditions.

Section C1 Current Workload Overall (Three (3) Points Maximum):

Excellent – 3 points
Good – 2 points
Fair to Poor – 1 point
Not Included – 0 points

Current Workload Overall is within page count limitations (see section C1 of the RFP).

- Firm provided a list of current, active contracts and contracts that Proposer has been selected for, but is not yet under contract. Information should include:
 - Contract Start and anticipated end dates
 - Client names
 - Dollar value associated with Firm’s workload
 - Key personnel assigned to contract (Executive Management, Project Manager, Assistant Project Managers, and Superintendent)
 - Percent completion for project or program
- Firm demonstrated workload capacity through the firm’s:
 - number of staff
 - current assignments of staff
 - stage of project completion
 - qualifications and roles of staff members presented for this project
- The above information should be provided for the Proposer and any subconsultants presented.

Section C2 Firm's Successful Experience (Thirteen (18) Points Maximum, QSEC Scores Eleven (16) Points Maximum) (Two (2) points are scored by District Staff)

Excellent – 9 to 16 points
Good – 6 to 8 points
Fair – 3 to 5 points
Poor – 1 to 2 points
Not Included – 0 points

Firm Experience should be within page count limitations (see section C2 of the RFP).

- Firm demonstrated experience with successfully delivering the following services in programs similar in size and scope to the BCPS SMART Program and provided examples:
 - Schedule Controls;
 - Budgeting & Cost Controls;
 - Change Management, for example:
 - Providing assessments of changes with independent cost estimates and schedule evaluations, and
 - Monitoring and reporting on the impact of changes;
 - Risk Management and Market Conditions Evaluation;
 - Knowledge Management / Continuous Improvement at Program & Project Level;
 - Program, Staffing, and Vendor Evaluation Tools;
 - Project and Program object and controls reporting;
 - Extensive e-Builder experience;
 - Knowledge of industry best practices;
 - Presentations to Community / Public Outreach Organizations;
 - Presentations to and participation in board and/or regulatory/oversight bodies; and
 - Significant participation in negotiations.
- Delivery methods utilized in this program (i.e. CMAR, Design Bid Build, Continuing and Open-end Contracts)
- Primary Experience
 - SBBC projects and programs
 - Has the Proposer and its subconsultants had experience working as a Program Manager for SBBC together?
 - Secondary: Has the Proposer and its subconsultants had experience working on projects with the District in a variety of capacities (CM at Risk or Bids) and how many projects have they worked on simultaneously?
 - Other Florida Public K-12 Projects (includes charter schools)
 - Has the Proposer and its subconsultants had experience working as a Program Manager for Miami-Dade and/or Palm Beach Schools?
 - For Other Florida K-12 programs?
 - Did the Proposer and its subconsultants have experience working on multiple projects simultaneously with a singular program, and/or
 - Other Florida Education Projects (i.e. colleges, universities, private K-12 schools);
- Secondary Experience
 - Other similar sized and scoped educational programs,
 - Government programs with similar scopes to this RFP, and/or
 - Other programs with similar sizes and scopes.

QSEC member should review the number of years of firm's experience within applicable categories; review how recent the experience is with the applicable categories, with the most weight given to Recent Experience (last 5 years) within primary experience categories with SBBC Programs (1st), Miami Dade/Palm Beach County Programs (2nd), Other Programs (3rd), SBBC Projects (4th) and Other Educational Projects in Florida (5th). Other projects with similar size and scopes are secondary.

QSEC Members should focus on proven success, not just experience. Many CPCM's have undertaken work at large organizations but may have failed to properly monitor program as it relates to the controls listed above. QSEC members should review experience with team members as it relates to 1. Program Controls, 2. Cost Estimating, 3. Change Management, 4. Relationship Management, and 5. e-Builder. Firms with stronger successful experience should receive more weight.

Section C3 Relevant Program / References (Twelve (12) Points Maximum):

Reference scores (Three (3) Points Maximum, One (1) Points Maximum per reference):

References will be verified by staff and provided to the committee for review and final scoring. The committee will review references based on the accuracy of the information submitted, whether the reference indicated it would do business with the firm again, and the overall performance based on timely completion of the project/program; cost effectiveness (was project within budget); quality of the communications/coordination with the program/project team members; responsiveness to the owner; and quality of the project.

Points per reference

Good Reference / All Information is Accurate – 1 point

Fair Reference / Most information is Accurate – 0.5 points

No Reference – 0 points

Relevancy scores (Nine (9) Points Maximum, Three (3) Points Maximum per program):

Project references shall not be scored. Only References for programs shall be scored.

Scores below are per reference

- a. Served as Prime on the Program Reference. (0.50 Maximum Points)
- b. Relevancy of scope of the program is similar to the Scope of Services in this RFP. (1.50 Maximum Points)
 - i. Services provided for reference were similar to those described in Section 6.0 of this RFP.
 - ii. Proposer provided details and examples of services performed.
 - iii. Examples were provided.
- c. Program is for an educational facility (1.0 Point Maximum) Assign the points based on which category applies to the reference.
 - i. Public educational facility in the State of Florida (1.0 Point Maximum)
 - ii. Non-Public educational facility in the State of Florida (0.50 Points Maximum)
 - iii. Educational facility in the United States of America (0.25 Points Maximum)

Section C4 Approach to Cost and Program Controls (Twenty-Three (23) Points Maximum):

Excellent – 19 to 23 points

Good – 13 to 18 points

Fair – 7 to 12 points

Poor – 1 to 6 points

Not Included – 0 points

Approach is within page count limitations (see section C4 of the RFP).

Firm should demonstrate:

- Its approach to Program Controls by explaining its:
 - Project controls
 - Systems
 - Databases
 - Schedule Controls
 - Budgeting and Cost Controls

- Cost Estimating
- Risk Management (The specific risks to the program and how their approach would mitigate those risks)
- Cash Flow and Funding Source Management
- Program and Project Reporting
- Program, Staff, and Vendor Evaluation
- e-Builder experience
- Knowledge Management (Describe
- Information was provided for staff and subconsultants
- Specific examples of controls and tools that would be beneficial to the BCPS SMART Program
- The willingness and ability to:
 - Monitor and control project budgets and schedules.
 - Identify and manage risks, challenges, strategy and proposed methodology to delivery scope successfully.
 - Define, document, and update lessons learned and Standard Operating Procedures (SOPs) that will provide continuous improvement in the Program and mitigate Program risks.
- Knowledge of the size of the scope covered by this RFP.
 - Firm should clearly show how it obtains independent cost estimates.
 - Firm should discuss its knowledge of SBBC Policy, SREF, local codes and ordinances.
- The office location from which this Senior Management overseeing this work will be located and the distance from the Office of Capital Programs (as required by section C1 of the RFP).

5.5.2 Section D – Team Composition (Twenty (20) Points Maximum)

Section D1 Mobilization (Five (5) Points Maximum)

Excellent – 5 points
Good – 4 points
Fair – 2 to 3 points
Poor – 1 point
Not Included – 0 points

Firm shall provide:

- A detailed mobilization plan that provides key activities to take place with 30, 60, and 90 days.
- An understanding that staff can be engaged and fully functioning within 30 days of Authorization to Proceed (ATP)

Section D2 Team Structure (Five (5) Points Maximum, QSEC scores Three (3) Points Maximum) (Two (2) points are scored by District Staff (See Section 5.2.2 Section D1):

Excellent – 5 points
Good – 4 points
Fair – 2 to 3 points
Poor – 1 point
Not Included – 0 points

The Team Structure should be within page count limitations (see Section D2 of the RFP).

Firm shall provide:

- Its team structure is identified, and it included all subconsultants
- Description of team members
- Past experience and number of years working together
- Availability of team members to complete the scope of this RFP
- Services offered by in-house staff
- Services which Proposer will opt to utilize consultant

Section D3 Staffing Plan / Key Personnel (Ten (10) Points Maximum):

Excellent – 8 to 10 points
Good – 5 to 7 points
Fair – 3 to 4 points
Poor – 1 to 2 points
Not Included – 0 points

Firm shall (see Section D3 of the RFP):

- List staff to be included in this program, including, but not limited to, the following specific roles:
 - Officer in charge of SBBC Projects
 - Key Personnel
- Firm shall provide:
 - A responsibility matrix that goes beyond organizational chart for the Program
 - Critical cost and program control activities, and
 - Responsibilities of key CPCM personnel with respect to those activities.
 - A list of contacts for the Key Personnel including name, role, email, phone, and cell phone number
 - Resumes for all identified key staff including:
 - Name and current title,
 - Other job assignments,
 - Years with current firm,
 - Years with previous firms,
 - Program experience with each firm (include project types, size in square footage and construction costs, role on project),
 - People/team management experience (if applicable),
 - Education, and
 - Credentials including any licenses, registrations, and certifications
 - Information above for subconsultants' personnel.
 - Provide, on a separate page, a list of contacts for the Key Personnel including name, role, email, phone, and cell phone number.

QSEC member should review firm's staff members and subconsultants staff intended to be used on this project with the following:

- SBBC program management and project management experience
- Miami-Dade and Palm Beach County Public Schools program management and project management experience
- Other Florida Public K-12 program management and project management experience
- Other Florida Educational program management and project management experience
- Other similar sized and scoped educational programs
- Government program management with similar scopes to this RFP
- Other projects with similar sizes and scopes
- Number of years working on programs/types of projects indicated
- Number and types of projects indicated.

QSEC Members should focus on proven success, not just experience. Many CPCMs have undertaken work at large organizations but failed to deliver on-time and/or on-budget results. QSEC members should review experience with team members as it relates to 1. Design support in south Florida, 2. Cost estimating, and 3. e-Builder. Firms with stronger successful experience should receive more weight.

5.5.3 Section E – Supplier Diversity and Outreach Program (Fifteen (15) Points Maximum):

- Scored by district staff

5.5.4 Section F – Cost of Proposal (Seven (7) Points Maximum):

- Scored by district staff

5.5.5 **Final Evaluation Scoring:** At the conclusion of QSEC member Evaluation Scoring, QSEC's final averaged scores shall be combined with District scores.

5.6 **PROPOSAL ELEMENTS:** Failure to provide requested proposal elements will result in a reduction of points per **Section 3.7 Deductions** of this RFP. The QSEC may recommend the rejection of any proposal containing material deviations from the RFP. The QSEC may recommend waiving any irregularities and technicalities. **If only one responsive proposal is received, the QSEC will proceed without scoring the one responsive proposal and may direct staff to 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. and in accordance with SBBC Policy 3320.**

5.7 **PROPOSER RANKING AND TIEBREAKERS**

5.7.1 **Rankings**

After the completion of evaluation and scoring, responsive and responsible Proposers shall be ranked based on the total of: a) the points received from the initial screening completed by conducted by District staff, and b) the QSEC's averaged final evaluation. The Proposers receiving the most combined points shall be considered to be the **highest-ranked** Proposer ("**Firm 1**"). All remaining Proposers shall be ranked in descending order based on total combined points received ("**Firm 2**", "**Firm 3**", "**Firm 4**", and etc.).

5.7.2 **Tie Breakers**

5.7.2.1 The first tie-breaker between identically scored Proposers shall be the total number of times the applicable Proposers are ranked as the **highest-ranked** ("**Firm 1**") by individual QSEC committee members.

5.7.2.2 The second tie-breaker between identically scored Proposers shall be the total number of times the applicable Proposers are ranked as the **second ranked** ("**Firm 2**") by individual QSEC committee members.

5.7.2.3 The third tie-breaker between identically scored Proposers shall be the total number of times the applicable Proposers are ranked as the **third ranked** ("**Firm 3**") by individual QSEC committee members.

5.7.2.4 The fourth tie-breaker shall be a coin flip, to be called in the air, by the tied Firm that held its discussions with QSEC first.

5.8 **QSEC RECOMMENDATIONS:**

5.8.1 If more than one responsive proposal is received, upon the conclusion of QSEC's scoring and ranking, QSEC will recommend that District staff prepare and present an Agreement with the highest-ranked firm to the Board.

5.8.2 Pursuant to Section 5.6, if only one responsive proposal is received, QSEC will either direct staff to negotiate the best terms and conditions with that sole proposer or will recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C. and in accordance with SBBC Policy 3320.

5.9 **BOARD APPROVAL:** An Agreement which has been reviewed and approved as to form and legal content by the SBBC's General Counsel shall be submitted to the Board for consideration of approval and award.

5.10 **AWARD:** SBBC intends to make an award only to the ranked responsive Proposer(s) in accordance with this section of this RFP. Any recommendation, award(s), or Agreement between the parties shall not constitute a guarantee of business or a guarantee of any specified volume of service. An Agreement (in the form of the Sample Agreement attached hereto as **Attachments K**) shall be prepared for execution by the recommended Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

END OF EVALUATION OF PROPOSALS

SECTION 6 – SCOPE OF SERVICES

This Section provides an overview of the purpose and objectives of the Broward County Public Schools SMART Program and overall Capital Program, as well as the scope and current status of the District's Capital Program. This overview is followed by three categories of District expectations of its Cost and Program Controls Manager ("CPCM"). These expectations center around the District's objectives in retaining a cost and program control manager in addition to its owner's representative, the CPCM's responsibility for various Capital Program relationships, and most importantly, the District's expectations related to the CPCM's approach to cost and program controls as a function of program management. Respondents must specifically address each of the following sections in their Qualifications Statement of services and are encouraged to expand upon the sections below and/or provide additional or innovative value-added services based upon their own unique expertise and knowledge. The CPCM is expected to utilize the District's Enterprise Project Management software, known as e-Builder, for all project-related activities. In addition, the CPCM shall support, administer and train District staff, the Program Manager – Owner's Representative staff, consultants, and contractors. As such, respondents should include experience using web-based tools to facilitate program controls. Respondents should also provide evidence of successful experience in delivering cost estimating and program controls services.

6.1 Purpose and Objectives of the Broward County Public Schools Capital Improvement Program

6.1.1 General Purpose and Objectives of Broward County Public Schools Office of Capital Programs and Physical Plant Operations

Broward County Public Schools ("District") has as its mission a commitment to educating all students to reach their highest potential. The strategic goals of the District are High-Quality Instruction, Safe & Supportive Environment, and Effective Communication. The Office of Capital Programs ("OCP") indirectly contributes to the first goal through its effective delivery of much-needed capital improvements at schools. The OCP is committed to providing safe schools that create a supportive learning environment to ensure that it maximizes the limited resources of the District to meet the needs of every school. In delivering services and much needed capital improvements to schools, the OCP seeks to engage each school community in a manner that meets the third goal. Some of the District's values, which directly relate to services provided by the OCP include positive stakeholder involvement, holding everyone to the highest ethical standards to achieve excellence, high-quality customer service, and valuing the diversity of our community.

The OCP, along with Physical Plant Operations ("PPO"), must ensure that facilities meet the operational needs of 241 schools serving nearly 270,000 pre-kindergarten to twelfth grade students and approximately 175,000 adult students. In meeting the needs of schools, OCP and PPO must manage the maintenance, repairs, and improvements of the portfolio of facilities in an effective and efficient manner as trustees of public assets.

The OCP's primary objective is the continued management of the 5-Year Capital Plan, while PPO's primary objective is to move from a demand maintenance cycle to life cycle management of assets as part of its current and long-term strategic plan.

6.1.2 Purpose and Objectives of the Broward County Public Schools SMART Program

In order to clearly identify and prioritize the needs of schools, in 2014 the District completed a district-wide comprehensive Facilities Needs Assessment to obtain accurate physical plant structural and building system deficiencies listings, as well as classroom infrastructure and relational supporting educational space deficiencies, as measured against established District standards. The objective of the needs assessment process was to provide an objective, data-driven overview of the District as a whole, as well as a strategic planning tool for prioritizing the most critical needs facing our schools for safety and security; repairs and renovations; and technology and technology infrastructure.

These needs were organized into the SMART (Safety, Music & Arts, Athletics, Renovation, and Technology) program, and an \$800 Million General Obligation Bond was passed by voters on November 4, 2014 to fund the program. A corresponding 5-Year Capital Plan was developed. The 5-year Capital Plan from February 24, 2015 included both the \$800 million dollars in bond-funded projects, as well as another \$184 million in new and previously funded projects, for a total Capital Program of \$984 million.

The District decided to engage the assistance of a team of construction industry professionals as the most flexible, cost-effective means of forging its projects into a coherent program. To accomplish this objective, the District engaged one Program Management firm to act as its Owner's Representative ("PMOR"), and another firm to provide Cost and Program Controls services (the "CPCM").

6.1.3 Current Status of the Broward County Public Schools Capital Improvement Program

The Capital Program ("Program" or "Capital Program") shown in the 2020-21 Adopted District Educational Facilities Plan ("ADEFP") consists of SMART program projects funded by the 2014 General Obligation Bond, additional DEFP projects that were added to the SMART program, and previously-funded projects not included in the SMART program.

Adjustments have been made to SMART program project budgets as construction contracts have been awarded. The current Program budget is planned at over \$1.3 Billion. The program has faced several challenges since inception. An increased awareness of the importance of understanding and adhering to district design standards and local building code, especially those related to roofing, is expected to have a positive effect on roofing project timelines moving forward. If the planned process improvements continue, and if market conditions remain stable or improve, the Program is to be executed by the end of the 2025-26 school year.

The Program is comprised primarily of a variety of renovation projects with about 65% of scope (\$879 million) focused on building exterior envelope. Roof recovery and replacement projects represent the majority of building envelope renovations. The Program also consists of \$347 million in HVAC (25%), and \$95 million in life safety systems (10%) projects. Less than eight percent, or \$101 million, of the district's capital program consists of new construction projects.

The design work for approximately 74% of projects (\$941 million) has been completed. Most of the projects left in the design phase are projects that were originally budgeted in the later Years 4 and 5 of the Program, although more complex projects with multiple scope components and extensive system replacement from earlier program years represent 24% (\$115 million) of the design work to be completed. Construction has been completed for about 7% (\$44 million) of the projects in the Program. Additional information related to the scope of the individual projects may be found in the Bond Oversight Committee (BOC) quarterly reports ([click here](#)) and 2020-21 ADEFP ([click here](#)).

A comprehensive listing of all active projects by life cycle status is included in this RFP as **Attachment "M."** Additional projects may be identified during the term of the contract and any extensions. The District has retained an Owner's Representative to manage its Capital Program. The purpose of this solicitation is to engage a separate firm to provide Cost and Program Controls Management for the overall program.

The CPCM shall be expected to manage the controls systems for the projects that comprise this Capital Program and provide related capital planning services to holistically address the needs of the District's portfolio of facilities.

The remainder of Section 6.0 is organized around the following categories of District expectations: 1) objectives in retaining a Cost and Program Controls Manager; 2) the CPCM's responsibility for various Capital Program relationships; and 3) the CPCM's approach to developing, facilitating, administering, and managing an efficient and effective system of project and program-level controls.

District expectations of the CPCM are followed by criteria upon which the program's and ACPCM's performance will be evaluated, as well as a summary of CPCM deliverables.

6.1.4 Broward County Public School's Objectives in Retaining a Cost and Program Controls Manager

There is a need for coordination and synergy at each point in the process of planning, designing, and building capital projects for this District. Moreover, there is a need to achieve this coordination through means that are both flexible and cost-effective. The District has determined that continuing to engage the assistance of a team of construction

industry professionals in a manner that allows for independent cost and program controls oversight through the use of separate PMOR and CPCM services is the most flexible, cost-effective means to achieve the coordination and synergy necessary to meet the demands of the Schools.

This structure offers flexibility through its capacity to engage professionals with specific expertise at appropriate points in the planning and implementation of projects. This is also cost-effective in that staffing is scalable according to the volume of work in the Program; thereby limiting the District's financial liability during periods when volume does not require an extensive staff. Scalable staffing is of interest to the District as the capital needs, and available funding, varies from year to year.

This structure will also enhance the District's efficiency by keeping the District current with the latest developments in management systems and practices. For flexible staffing to be effective, there must be a core set of systems in place that enables the cost and program controls management staff, owner's representatives, and the District's professionals to contribute their knowledge and work product to, and resource information from, a central, coordinated repository of data.

As such, the District has selected e-Builder as the required project management software to serve as the central repository of data for the Capital Program. The CPCM shall utilize the e-Builder program/project management system for all project-related activities. By maintaining and upgrading e-Builder, the District's Cost and Program Controls Manager will facilitate the efficient and effective use of information throughout the District's capital projects.

Through benchmarking the best practices of project management on a local and national scale, the CPCM — in conjunction with the PMOR -- will assist the District's senior management in reviewing current metrics and evaluating them to identify opportunities for modification to existing metrics or establishing new metrics. The metrics shall identify areas where the Capital Program is functioning efficiently, and areas that require improvement.

The role of the CPCM is to manage all control systems for all capital projects from their current status (which may include projects at 100% of the design phase) through commissioning and closeout. The CPCM, in its management of the District's control systems acts as the District's representative and actively seeks to identify and resolve issues. Where issues cannot be resolved by the CPCM, the CPCM's responsibility as the manager of controls is to provide options to the Office of Capital Programs ("OCP") for review and direction.

The CPCM shall be responsible for the successful development and execution of program control systems, which embody industry best practices, to ensure that the Program effectively and efficiently utilizes the resources available to the District in undertaking much needed facility improvements. As such the CPCM should demonstrate capabilities in a wide range of program control systems and procedures utilized in managing facility portfolios of a similar nature to that of the District's. While the Program has an established sequencing, the CPCM shall be responsible for continually reviewing and making recommendations to optimize the sequencing of the program to reflect changing conditions and needs of the District. Demonstrated capabilities to provide high quality customer service to facility stakeholders will be critical to the success of the CPCM and the overall Program. Furthermore, the CPCM shall be responsible for effectively communicating with the numerous stakeholders of school capital renovation projects.

The District expects the members of the CPCM to apply their professional expertise, experience, judgment, and use of management information systems in a manner that will facilitate the District's efforts to develop, maintain, and enhance the relationships necessary to meet the District's purpose and objectives.

6.2 CPCM Responsibility for Supporting, Maintaining, and Enhancing Capital Program Relationships

The "CPCM Lead" (the Program Manager/Director) is wholly responsible for the relationship between the CPCM and the District. As such, the District considers the CPCM Lead to be a crucial member of its Capital Program team, with a particularly important role in mobilizing the CPCM. The District expects the CPCM Lead to identify and as needed, work with the management of the District's Office of Capital Programs to support the critical relationships within the District, and between the District and the PMOR. Moreover, the District expects the CPCM Lead to assist and enhance the efforts of the

management of the Office of Capital Programs to instill the sense of collective identity and collegiality among all members of the Program necessary for the successful operation of the Program. As such, the District expects the CPCM to take an active role in fostering the relationships between the team members responsible for planning, design, construction, controls, and administration in a manner that is consistent with best practices in the pertinent industry, and which facilitates prompt, complete, and smooth hand-offs from one function to the next, thereby minimizing gaps and/or delays in the progress of the Program. This includes the relationships involved in the Project Charter process.

The relationships for which the CPCM Lead will be responsible for supporting, maintaining, and enhancing include, but are not limited to, the following areas: 1) the CPCM staff assigned to the District; 2) District Senior Management; 3) Schools; 4) Project Design Professionals and Contractors; 5) the PMOR and other agents for the District; 6) the District's departments related to Planning through Closeout; 7) Procurement; 8) Economic Development and Diversity Compliance; 9) PPO; 10) the District's Building Department and other Regulatory agencies; and 11) The District's Capital Budget Department. A description of the relationship between the PMOR and each area follows.

6.2.1 Relationships within the CPCM

The District expects the CPCM Lead to direct the day-to-day operations of the CPCM and to ensure that each individual within the CPCM: 1) understands his or her role and responsibilities; 2) performs the tasks required by that role and those responsibilities in a manner consistent with the purpose and objectives of the District; and 3) administers the operation of the CPCM in an engaged, open, and professional manner.

If any member of the CPCM team fails to abide by the three expectations listed hereinabove, the CPCM Lead will be advised and expected to take immediate corrective action, and/or change CPCM team staffing. Similarly, the CPCM Lead will notify OCP management should the Lead become aware of a CPCM team member performance problem as defined above. Proposed changes to the staffing of the CPCM team during the term of the contract and any extensions are to be presented to the Executive Director, Capital Programs and appropriate OCP management for review and approval prior to staff changes or new assignments. This review process includes proposed changes to the CPCM Lead and/or Principal-in-Charge. The School Board must approve any proposed changes to the CPCM Lead and/or Principal-in-Charge.

6.2.2 Relationships with District Senior Management and the Office of Capital Programs

In a support role to the District's Senior Leadership Team, the CPCM staff will have a direct, working relationship with several senior members of the District, but will report on a day-to-day basis to the OCP leadership and staff. The District's Senior Leadership Team will be relying upon the CPCM staff to: 1) Implement program controls that give visibility to the program status with regard to cost, schedule, and scope and work with the PMOR to support the implementation of project management processes; 2) identify and manage risks through the development of a Risk Management Plan; 3) provide prompt and comprehensive notice of issues as they arise; 4) work with OCP staff to identify those issues which require the input of District management, and those issues which are resolvable by the CPCM; 5) furnish accurate and timely information regarding the progress of projects, the overall program, and the presence of emerging issues; 6) offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options; 7) implement decisions made by District management; 8) report promptly and thoroughly on the consequences of implementation; 9) support the PMOR in implementing project management processes that coordinate and integrate the District's projects into a program; and 10) support the PMOR in improving and coordinating the District's relationships with regulatory agencies, municipal agencies, schools, and the public where applicable.

The District expects the CPCM staff to perform services related to its relationship with the District's Senior Leadership Team and Office of Capital Programs in a manner that brings the entire weight of the CPCM's professional experience, expertise, and judgment to bear. Moreover, the District expects the CPCM to perform these functions in a manner that supports and facilitates the District's management operations as a collaborative team, and in particular as a team in which each of the members understands its role, and respects and appreciates the roles and contributions of other team members.

The CPCM shall provide a scalable staffing structure which is responsive to the variability and seasonality expected in a capital program. This structure, while providing the appropriate and necessary amount of responsiveness to the District's Capital Program, shall do so in a manner which consistently meets the expectations of the relationship just described. Although there is a need for adaptation of staffing, the CPCM shall have a consistent Lead for the term of the contract. The requirement of a consistent CPCM Lead is discussed in more detail under section 6.3.3.

6.2.3 Relationships with Schools

The OCP provides planning, design, and construction services for all facilities within the District's portfolio. The District expects the CPCM to be essential to its efforts to deliver timely, cost-effective, and productive services to schools. The nature of the CPCM's relationship with schools and instructional departments will be in general indirect, through supporting communication efforts of the OCP. The District is also relying upon the CPCM to assist the OCP in consistently implementing and enforcing the policies and procedures of the District as they apply to projects, and to the Program, as whole.

6.2.4 Relationships with Project Design Professionals and Contractors

The CPCM shall have direct day-to-day responsibility for the oversight and management of the District's processes that control and monitor the Program, and must also control and monitor individual projects. As such, the CPCM shall be responsible for monitoring, reviewing, and reporting on individual projects. The District must be a client of choice for design professionals and contractors in the South Florida construction market. The District expects the CPCM to facilitate achieving this goal through: 1) supporting the PMOR in the implementation of clear and thorough procedures for each phase of project delivery; 2) consistent and fair implementation of the procedures; 3) tracking and reporting of payments to all vendors, including direct owner purchases; 4) participate in and support A/E and GMP negotiations; 5) participate and support the change order process; 6) facilitating problem-solving and decision-making among design and construction entities in an impartial and goal-driven manner; 7) fostering a collaborative environment between design professionals, contractors, and key stakeholder departments, such as the Building Department, Office of the Chief Fire Official, and PPO to address issues and concerns early in the project development process, and throughout the multiple phases of a project; and 8) developing working relationships with the design and construction providers in the South Florida market that are predicated upon respect and trust, that support the free flow of ideas and innovation, and that consistently demonstrate to design professionals and contractors that, their ideas and concerns will not only be heard but addressed in a mutually beneficial manner.

6.2.5 Relationships with PMOR and Other District Consultants

The CPCM shall have direct day-to-day responsibility for the oversight and management of the District's processes that control and monitor the Program. As such, the CPCM shall be responsible for equitably monitoring, reviewing, and reporting on the projects as managed by the District's PMOR. The CPCM is expected to develop working relationships with District agents that are predicated upon respect and trust, that support the free flow of ideas and innovation, and that consistently address issues in a manner that ensures the District's best interest are primary to all actions.

The District will be relying upon the CPCM to: 1) implement program and project management processes that aid in coordinating the PMOR and CPCM functions; 2) anticipate and identify issues related to the different functions 3) work with OCP staff, the PMOR, or other assigned agents thereof, to identify those issues which require the input of District management, and those issues which are resolvable by the CPCM; 4) provide prompt and comprehensive notice of issues as they arise to the appropriate District staff or assigned agent; 5) furnish accurate and timely information regarding the progress of the Program to OCP staff and the PMOR; 6) offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options; 7) implement decisions made by District management; 8) report promptly and thoroughly on the consequences of implementation; and 9) incorporate lessons learned from the work of the Program, regardless of which agent of the District has gleaned such lesson so that the continued planning, design, and construction work of the District is clearly viewed as an effective continuous improvement process.

The PMOR, while working closely with the CPCM, will primarily be responsible for certain project-based estimating tasks, while the CPCM shall primarily be responsible for Program-wide estimating functions. The PMOR staff will handle estimating tasks, including but not limited to: the review and approval of the contractor's proposed Schedule of Values; review and approval of the contractor's proposed Earned Value in monthly pay applications; evaluation and verification of unit prices for bidding; and during construction, monitoring, reviewing, and analyzing proposed change orders under \$25,000. The PMOR will also be responsible for the review and analysis of Construction Services Minor Projects ("CSMP") bids, and consultant fee proposals. The CPCM shall be responsible for the preparation of Program-level estimates and forecasts, project budget estimates, and review and analysis of proposed change orders exceeding \$25,000. The CPCM is also responsible for assisting the PMOR with project prioritization, sequencing, value engineering processes, and the scope reduction process.

The separation of duties between the PMOR and the CPCM requires a degree of coordination to ensure each entity's independent activities converge into one cohesive Capital Program. The OCP is responsible for developing, maintaining, and enhancing the relationships between the three entities. See **Attachment O** for the list of PMOR Deliverables.

6.2.6 Relationships with Planning through Closeout

OCP staff will be relying upon the CPCM staff to: 1) implement Program and project management control processes that coordinate and integrate the District's projects into a program; 2) anticipate and identify issues; 3) work with OCP staff to identify those issues which require the input of District management, and those issues which are resolvable by the CPCM; 4) provide prompt and comprehensive notice of issues as they arise; 5) furnish accurate and timely information regarding the progress of the program, along with any emerging issues; 6) offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options; 7) implement decisions made by District management; 8) report promptly and thoroughly on the consequences of implementation; 9) incorporate lessons learned from projects of the Program into ("e-Builder"), the knowledge management system of the District; and 10) engage in professional activities such that the CPCM shall be able to keep the District informed of current trends, developments and best practices.

6.2.6.1 Relationships with Planning and Design

The CPCM staff reports directly to the CPCM Lead, with principal day-to-day responsibility for the estimating, controls and reporting functions assigned to the CPCM. The OCP staff, along with its Owner's Representatives, will facilitate project management efforts, and the CPCM staff will serve as a resource through providing timely cost estimating services, forecasting project costs, reviewing and tracking pay applications and tracking changes as part of the overall knowledge management system, e-Builder. The District currently has a site license that allows for unlimited access, and to date, over 730 users. Responsible for analyzing project delivery methods, bid timing and packaging strategies as it relates to current market conditions. Respondents should explicitly define a process by which these recommendations are to be made but shall minimally include a risk assessment of the procurement/ project options along with an optimization of cost, time, and quality. The District currently utilizes five methods of procurement: 1) Design – Bid – Build; 2) Construction Manager at Risk; 3) Continuing Services contracts; 4) Design – Build; and 5) a hybrid method including any of the previous methods along with in-house construction staff. Additionally, the CPCM shall be expected to participate in Board workshops, attend meetings with site committees and Portfolio Services, and provide e-Builder training to District staff, external vendors, and others.

6.2.6.2 Relationships with Construction and Closeout

The CPCM shall be responsible for reporting on the construction phase from award through project closeout. The CPCM shall assist the PMOR during the construction phase by maintaining accurate project budgets, participating in the Change Order Review Panel ("CORP"), reviewing cost on change orders over \$25,000, and, at times, performing Time Impact Analysis reviews. The CPCM shall work together with the PMOR and Capital Budget to financially close out the projects.

6.2.7 Relationships with Procurement

The CPCM is responsible for participating in design and construction consultant negotiations, and assisting procurement in any and all ways, as directed, to have successful solicitations. The CPCM shall provide Program level reporting related to the Vendor Performance Evaluations, giving Procurement timely information with which to make decisions about the selection and prequalification of vendors. In addition, the CPCM reviews the bids submitted by the Contractors for any specific project and provides the considerations to Procurement as to the to whether the lowest responsive, responsible bidder's lump-sum proposed is fair and reasonable.

6.2.8 Relationships with the Economic Development and Diversity Compliance Department (M/WBE Compliance)

The CPCM is responsible for supporting EDDC with the compliance process and the execution of Policy 3330 by providing relevant reporting and participating on the EDDC's Goal Setting Committee.

6.2.9 Relationships with Physical Plant Operations (PPO)

The CPCM is the administrator of the e-Builder workflows for PPO Work Order creation as it pertains to SMART projects. These work orders are for work that PPO performs when utilizing capital funds. The CPCM shall provide reporting as needed related to the PPO Work Orders on the Program, which typically number between zero and two per project.

6.2.10 Relationships with the District's Building Department and other Regulatory Agencies

It is essential that the CPCM recognizes and documents all requirements to of comply with the applicable Authorities Having Jurisdiction over the project, and factors their impact and level of priority during preparation of the Risk Register, a document which serves to identify all potential risks, prioritize them, and assign ownership, and response measures. The CPCM's early acknowledgement of such requirements and their effect on project and program progress is critical to ensure adherence to all applicable codes, regulations and other District requirements.

6.2.11 Relationships with the District's Capital Budget Department

The CPCM shall work with the Capital Budget Department throughout the life of the project. The CPCM shall provide cash flow and encumbrance forecasting in order for Capital Budget to plan Bond sales and SMART Program reserve management. The CPCM and Capital Budget shall work closely to maintain accurate reporting of Project Funding. Capital Budget will provide SAP data bi-weekly for the CPCM's import into e-Builder. The CPCM shall keep Capital Budget apprised of any issues that arise on the program that may affect the Program budget and shall consult with Capital Budget on the quarterly risk analysis. As part of the project closeout process, the CPCM shall work with Capital Budget to financially close out each project in a timely manner to ensure the release of retainage and return of contingencies to the capital funds.

6.3 District Expectations of the CPCM's Approach to Cost and Program Control Management

6.3.1 Overview

The District expects the Cost and Program Controls Manager (CPCM) to provide transparent, timely, objective, and relevant program controls information to support decision making and maximize taxpayer dollars while fully complying with District and other regulatory agency requirements, as well as identifying and communicating issues before they impact the program. The District expects the CPCM to provide coordination and synergy at each phase of Program implementation and make informed recommendations to avoid or mitigate potential delays, cost increases, or contractual issues as part of its day to day support of the PMOR's and OCP's management of the Program. This support structure is expected to provide clearly marked road maps that provide the required level of control through oversight and reporting, and creates improved efficiency through the identification and implementation of lead measures, industry trends, best practices, and lessons learned.

The strategic approach and methodology employed by the CPCM to successfully address the inherent risks, challenges, and day-to-day functions associated with managing the cost and program controls function of a capital program of this size and complexity are key to achieving this goal.

The District expects the CPCM to use its professional expertise and knowledge to engage in a comprehensive approach to the management of the cost and program controls function of the District's Capital Program. While the District expects the CPCM to perform all the tasks necessary to meet its standard of care and to do so in a manner that is consistent with that standard of care and the objectives and expectations of the District, the CPCM is expected to take a system approach to contribute to the optimization of the overall Program, not simply particular tasks or components thereof—in short, the District expects true Program Controls management from the CPCM firm.

Program level activities the District expects the CPCM to provide include but are not limited to day-to-day coordination with and support of the PMOR's and OCP's management and administration of the program, management of the CPCM staff and sub consultants, development of a risk management plan--particularly as it relates to the cost and prioritization of roofing and HVAC projects, cost estimating, scheduling, program dashboard development and other program-wide reporting, and interaction with the School Board and District senior leadership, the Bond Oversight Committee and other Stakeholder groups providing capital program oversight. The CPCM is also expected to evaluate, and make recommendations to OCP management and the District's Senior Leadership Team, on ways to best allocate and utilize CPCM and District resources (staff and District funding) as they relate to the Program, as well as engage in ongoing Capital Planning to ensure the most effective use of taxpayer funds.

The District has decided to keep its Cost and Program Control function separate from its Program Manager-Owner's Representative function. While this separation of duties creates a system of checks and balances, it also creates the need for functional relationships, collaboration, and communication to enable both types of Program Managers to successfully fulfill their responsibilities. The Cost and Program Controls Manager shall be responsible for managing overall program costs and controls, while the PMOR shall be responsible for ensuring the execution of improvements and changes made at the Program level across individual projects.

As part of its cost and schedule controls methodology, and in keeping with a strategy for risk management, the CPCM is expected to fully utilize the Enterprise Project Management software, known as e-Builder, for the full term of the Agreement, as well as any optional extensions, as may be granted by mutual consent. The e-Builder software is the exclusive Program/Project Management system to be used throughout the entire lifecycle of each project to track all key elements and activities.

The CPCM's success in implementing its strategic approach program controls will be evaluated quarterly by OCP management and external auditors throughout the term of the contract and any extensions.

6.3.2 Mobilization Plan

Although the CPCM shall be assuming responsibility for providing program controls for a set of projects that have been previously managed as part of a program, to ensure as seamless a transition as possible, the District expects the CPCM's mobilization efforts to immediately focus on assessing and reporting on the current program status, including evaluating the budgets, schedules, and forecasted costs of each project and developing an approach for executing key program control activities. Additionally, the CPCM should focus on assessing and reporting on the effectiveness of e-Builder as a project/program system and develop recommendations for enhancement and improvement. Respondents shall propose a detailed mobilization plan. Within ten (10) business days of receiving a written Authorization to Proceed, the CPCM's key personnel shall report to the OCP management team either in person or virtually to discuss the mobilization plan and other matters related to launching and managing the program controls function. The mobilization plan must clearly demonstrate that the respondents recognize that time is of the essence, and provide a timeline with key activities at 30, 60, and 90 days. The OCP management team may, in collaboration with the CPCM, make modifications to the proposed mobilization plan and timeline before approving the plan for implementation.

6.3.3 Leadership

The District expects the CPCM to provide a set of comprehensive cost and program controls management services and deliverables that encompass both program and project level activities, and which are performed consistently and effectively not just during mobilization but throughout the term of the contract and any extensions.

The District believes leadership is key to the CPCM's ability to fulfill this requirement. As such, the CPCM shall have consistent leadership (CPCM lead/Program Manager/Director) for the term of the contract and any extensions. Proposed changes to the CPCM Lead and/or Principal-in-Charge shall be brought before the School Board for approval.

The CPCM lead shall be responsible for day-to-day program controls management and communication as well as program-level activities such as interaction with and reporting to the School Board, District Senior Leadership, the Bond Oversight Committee, community stakeholder groups, key district personnel, staffing, contract management, and program level reporting.

6.3.4 Staffing

In addition to the scalable staff required to manage the cost and program controls function of the Program, the CPCM may be required to provide scalable cost and program controls staff augmentation to the OCP or other departments.

The CPCM is required to maintain, and provide to management for approval, on a quarterly basis, a Responsible, Accountable, Consult, Inform Matrix ("R.A.C.I.") that includes both its staff and the staff of its subconsultants.

6.3.5 Knowledge Management

In addition to the CPCM bringing current industry best practices to bear in all its services, the CPCM is to participate in the District's system to collect and codify processes and practices utilized in the implementation of the Capital Program. The system deployed by the District, or its agent, shall ensure that the experience gained in executing the program becomes common knowledge of the organization through a clear process of capturing, retaining and sharing information, regardless of changes in staff, process or technology. The CPCM should anticipate that the knowledge management system deployed will go beyond a latent system of collecting information and be robust enough in its workflows for lessons learned to be imposed on the ongoing program as part of a continuous improvement model.

As such, the District expects the CPCM to continue to utilize e-Builder as the one centralized, transparent, and accurate source of information to be used in making prudent Program decisions as well as to provide project and program status reports for various stakeholders.

6.3.6 Reporting

As part of establishing a controls system for the Capital Program, the CPCM shall ensure that the system can provide typical budget, expenditures, schedule, cost, risk, and compliance reporting, yet also have the capability to respond to ad hoc queries of information. As the centralized knowledge management and reporting system, e-Builder must be capable of providing information that is both easily accessible and appropriate to the audience.

The CPCM lead shall be expected to work with the OCP and PMOR to prepare a series of program status reports on a monthly and/or quarterly basis. As part of this requirement, the CPCM shall, on a monthly basis, provide an executive summary of the performance of the program, while collaborating with the Owner's Representative team to ensure no duplication of efforts. Specific reporting requirements associated with the executive summary are detailed in 6.5.1 of this RFP.

Stakeholders for whom the CPCM shall be required to prepare and present reports include the School Board, Superintendent, District senior leadership, and community stakeholder groups. A significant amount of reporting is required to be prepared quarterly for the District's Bond Oversight Committee. The CPCM shall be expected to work with the OCP and PMOR lead on the timely delivery of transparent, accurate, and user-friendly reports that highlight

key areas of progress or concern. The latest Bond Oversight Committee Report (“BOC”) may be found here ([Click here](#)).

6.3.7 Community Outreach and Public Involvement

While the CPCM is responsible for preparing and presenting reports to the various stakeholder groups identified in section 6.3.6, the PMOR is responsible for community outreach and public involvement efforts as part of owner's representative services. The CPCM's involvement is limited to coordinating with the PMOR to provide current e-Builder cost or other data as part of the PMOR's approach to communication and community outreach.

6.3.8 Capital Planning

The District will establish an ongoing Capital Planning process which ensures that the District's Educational Facilities Plan (“DEFP”) is evaluated on a quarterly basis based upon factors such as progress, changing facility conditions from the FCA, and changing market conditions. The CPCM shall utilize a transparent process to recommend DEFP revisions to the PMOR and Office of Capital Programs leadership team, no less than on a quarterly basis. The CPCM shall serve as the manager responsible for developing, revising, and tracking progress against each 5-year plan.

6.4 District Expectations of the CPCM's Approach to Program Controls

The District expects the CPCM to use established best practices, knowledge management tools, and proven processes and procedures to assist the PMOR and OCP in ensuring the capital program stays on schedule and within budget. The CPCM is expected to provide comprehensive program controls services, including, but not limited to, schedule controls, cost controls, budget management, change management, risk management, and the utilization of program management software (e-Builder).

The District expects the CPCM's staff to share the District's expansive concept of program and project controls systems, and to implement control systems accordingly. The District's concept of program and project controls is expansive in that 1) The concept includes document control as well as budget and schedule controls; 2) The controls systems include not only the hardware and software that provide the repository for program and project information, but the processes and formats through which the users of the hardware and software enter data into the repository, and retrieve information from it; 3) The controls systems must cover the program, and each project within the program, from cradle to grave, i.e., from conception through operation; and 4) Since the controls systems cover the full scope of the program, it must be able to use the information within them to provide projections as well as reports of matters that have already occurred.

The CPCM is expected to demonstrate an understanding of the importance of controls systems, with respect to design and construction and, the significance it has on program and project planning. It is of primary concern to the District, therefore, that the CPCM work closely with OCP, and other district management, to ensure that planning processes are appropriately informed by the District's policies, Standard Operating Procedures (“SOPs”), historical data, statutes, codes and regulations, as well as the industry expertise of the CPCM itself, and that of the District's PMOR.

It is equally important to the District that the CPCM understands that the budgets and schedules produced in the planning process become the parameters of the controls systems for the balance of each project's life, and the lifespan of the program as well. The CPCM must work closely with OCP to enable the controls system to integrate various data sources to present a comprehensive and accurate view into the District's program. The District expects the controls systems to facilitate thorough and effective progression of project activities through the major phases of the program, and to do so in a manner that gives rise to buy-in and commitment to its use from all stakeholders, whether administrative District employees, school-based staff, contractors, consultants, the School Board, or community stakeholder groups.

Utilize and maintain an overall cost and schedule reporting system, using District-approved systems and software. Assist the District in refining overall Project budgets within the Program budget, including expected construction costs, consultant costs, CPCM fees, PMOR fees, permits, etc. Assist the District in preparing budgeting and reporting systems to reflect actual

expenditures and to reallocate available funds as necessary. Assist the District in maintaining all necessary records for the external quarterly program manager performance review.

The CPCM shall provide complete management of the program and project controls processes, systems, and eBuilder database for the term of the contract. The following detailed expectations are not exhaustive and respondents are encouraged to build upon the remainder of this section with their expertise and knowledge.

6.4.1 Schedule Controls

The CPCM is responsible for reviewing the current schedule and evaluating the opportunities to improve and/or modify the current schedules for all Capital Program projects in conjunction with the PMOR and OCP, including those DEFP projects that are outside of the SMART program, and may be managed by OCP staff. The schedule will encompass all major project elements, including planning, design, permitting/sub-permitting, procurement of each vendor type, construction, and close out. In addition to phasing, the schedule should also include important related tasks such as utility and access coordination and owner pre-purchased material and equipment.

The CPCM is expected to use a standard work breakdown structure (“WBS”) as the template for the Program’s controls system and the development of individual project schedules and budgets. The use of a structured framework for estimating, budgeting, scheduling, measuring, and reporting the status of the Program’s performance as an integrated enterprise promotes consistent, organized planning and progress reporting.

Specifically, the WBS is expected to 1) drive the development of the baseline Master Program Schedule and all planning, design, and construction work scopes; 2) facilitate reporting, cost, and schedule management; 3) coordinate with the District’s accounting and finance systems to enable budgeting, reporting, and tracking of various funding sources; and 4) identify project scope gaps.

Once the Master Program Schedule (MPS) has been developed and integrated into the Program controls system, the CPCM is expected to monitor, analyze, and report actual Program progress and performance as measured against the baseline MPS.

The Master Program Schedule will show each of the District’s projects and identify key milestones, major phases, and constraints from planning through closeout and occupancy. The MPS must show the current status of each project, the phases that have been completed, and the target dates for the phases yet to be commenced. As part of its program controls solution the District expects the Master Program Schedule will be linked to the project schedules developed and managed by the Owner’s Representatives which will provide a more detailed breakdown of the actions required for the progress of each project. The MPS should also include owner-controlled schedule contingency activities to provide the District with the flexibility to respond to unforeseen circumstances and avoid significantly impacting the overall Program.

The Master Program Schedule is to be more than an amalgam of projects, though, in that, through discussions and agreement between the District, CPCM, and Owner’s Representatives, the projects will be scheduled so as to take optimal advantage of the opportunities and resources presented by the South Florida construction market, and avoid, to the extent reasonably possible, risks presented by that market and seasonal conditions.

The District also expects the Master Program Schedule, along with other reports that the controls systems will be capable of producing, to be able to provide accurate forecasts of the District activities to the School Board Members, Senior Leadership Team, school communities, community stakeholder and oversight groups, and regulatory bodies. For example, the District’s Building, Risk Management, and Legal Departments would benefit from knowing when projects would be presented for the approvals required by those departments, and be able to deploy their resources in a manner that might minimize the impact of securing those approvals on the Program Schedule.

The District understands that building a schedule is a critical element in the planning of a project and a Program. Accordingly, the District expects the Master Program Schedule, and each project schedule, to include the planning and refining of the pertinent objectives and milestones among the items to be tracked. Although some planning or

assessment efforts may not move forward as a funded project, it is still imperative to schedule and track these pre-project/pre-construction efforts with planning schedules.

The CPCM shall furnish OCP and other stakeholders with reports and updates on a monthly basis, indicating the progress, or lack thereof, of the Program as outlined in the reporting and deliverables sections of this RFP.

6.4.1.1 Schedule Management

The CPCM is expected to use P6 scheduling software in coordinating and maintaining schedules that document the sequence and time frame for the Program/Project and/or bid pack scheduling. The District expects the CPCM to assist the PMOR to develop logical, time-phased Critical Path Method (“CPM”) schedules for each project in a manner that illustrates the relationships between highly diverse activities to produce an integrated project schedule. The CPCM is expected to develop, review, and analyze cost and resource loaded schedules and prepare cash flow forecasts, resource utilization reports, program level Earned Value Management metrics, and other information necessary to managing project schedules.

6.4.2 Cost Controls

6.4.2.1 Cost Estimating

The CPCM shall provide cost estimating in establishing project budgets, as a control during design, in evaluating bids and proposals, in evaluating bulletins and change orders, and in the oversight of the 5-Year Capital Plan. As such the CPCM's cost estimating ability to accurately represent the value for work within the current market conditions will be critical for much of the program controls. Demonstrated experience or insight in estimating services in the South Florida market is important to the District's Senior Leadership Team, as they will utilize this service as a basis for decision making.

The amount of complex and extensive renovation projects comprising most of the District's Capital Program makes it essential for individual project budgets to be validated so as not to compromise the overall Program budget. The CPCM is expected to validate the budget for the intended project scope, the potential risks to the scope from existing conditions, phasing impacts, existing operations, and other variables influencing construction costs. The CPCM shall prepare and submit through e-Builder independent cost estimates during the design process to inform Program budget forecasts and as a comparison tool for contractor bids. As part of an integrated approach to risk management, the process should also include establishing allowances for undefined scope items.

The CPCM is expected to update and revise independent cost estimates to ensure project budgets are reflective of current market costs and to prepare a bid cost analysis to confirm quality of bids prior to submitting for Board approval of an award.

CPCM is required to assist the PMOR with Architect, Engineer, Commissioning Agent, and other consultants, as needed. The CPCM is also required to assist the District in evaluating, negotiating and monitoring Architect/Engineer, Construction Management at Risk (“CMAR”) guaranteed maximum prices (“GMPs”), and other consultant contracts.

6.4.3 Budget Management

The CPCM is expected to understand the importance of managing the Program and each of its projects within the established budgets and schedules. Each segment of the project must be organized, directed, and controlled to ensure its timely completion within the allowable budget. Budgets are expected to be tracked by funding source and reconciled at various stages.

The relationship between the project's construction budget and expenditures during construction is of concern to the District, particularly as it relates to larger, more complex projects using CMAR as the method of delivery. The CPCM shall work with the PMOR and OCP to identify projects that require intense cost and schedule management.

On a monthly basis, the budget for each task related to these select projects will be evaluated using earned value management as a means of monitoring the project budget status. Through measuring and evaluating performance, the District will be able to identify potential problems early in the process and develop corrective actions as well as share critical project information with project managers and other stakeholders.

For all projects, the District expects the CPCM to use e-Builder to track and report on project and program contingencies, and provide the information necessary for users to track the project budget. The CPCM is expected to validate project and program budgets and update forecasted costs, including hard, soft, and escalation costs, as needed. The District expects the CPCM to track payments to the general contractor in conjuncture with the progress of the work, and to provide prompt notice to OCP when a payment request exceeds progress.

As part of an integrated approach to project controls, any monthly variances in budget would be analyzed to determine the impact to the project and program budgets and schedules, and reporting would include a mitigation plan to get the project back on track. The District expects the CPCM to anticipate and plan for such issues as part of its risk management function.

6.4.3.1 Cash Flow and Forecasting

The project budget, once approved by the Board at Construction award, shall be the basis for generating cash flow projections that will be critical to informing the implementation schedule of the project. Select projects will include a variety of funding sources with unique timing constraints. The District will rely on the CPCM to provide accurate and timely cash flow projections to ensure that projects are not delayed or phased due to erroneous projections. The District expects project cash flow projections to be updated automatically as budgets and schedules are revised throughout the life of a project, and that such projections shall be readily available to appropriate Senior Leadership Team member(s) and in particular to the Capital Budget Department. The CPCM shall also ensure accurate and auditable tracking of the various funding sources used for both internal agencies and for use in external reporting as related to GOB and other Capital Program funding. While the PMOR tracks costs and maintains budgets at a project level, the CPCM shall be aggregating all projects to produce a monthly Program Cash Flow model to assist Capital Budget with forecasting expenditures.

6.4.3.2 Project Fund Allocation

The CPCM shall be responsible for managing the program and project budgeting process based upon the sources of funding designated by the District. The District may request that a planning or project definition service be provided for a prospective project and may provide a limited amount of funding for this purpose. The CPCM is expected to develop, maintain, and analyze Project Funding Allocation (“PFA”) budgets, soft costs, track actual costs, analyze variances and forecast total Project/Program costs. Whether the District provides a planning budget or an overall budget amount for a project, the CPCM shall work with the OCP to: 1) Allocate the amount provided between the various components of the project; 2) Provide tracking and reporting on expenditures and revisions to the budgets during planning, design, construction, and closeout; and 3) institute measures that will provide prompt notice to the District with respect to circumstances that might require changes to a project’s budget.

6.4.4 Change Management

The SMART Program includes extensive renovations to some of the District’s oldest buildings. As such, the District recognizes unforeseen conditions and issues during construction are a reality in renovations of the District’s portfolio, particularly with the most critical projects from earlier program years. However, the District also recognizes appropriate due diligence prior to beginning design, and especially prior to construction, is the most effective means to mitigate budget overruns in the Capital Program while also ensuring that completed projects meet their charter’s standard of quality. In these instances, the CPCM is expected to take a proactive approach to mitigating changes that includes 1) reviewing existing budgets and contingencies and evaluating for opportunities to improve and/or modify the current budgets; 2) ensuring project documents identify sufficient information related to existing conditions to enable accurate pricing; 3) clearly defined contract conditions related to changes; 4) ensuring

constructability reviews and document coordination prior to the bid and award process; and 5) clearly defined scheduling specifications.

The District expects the CPCM to closely monitor and report on the impact of changes to the project's scope and schedule with respect to the project's budget. This includes, beyond designer or contractor changes, the additional costs incurred by the District and Owner's Representatives for the management of the project. In the event of negligent or dilatory performance by the general contractor, such costs may be charged against that general contractor.

The District sees the change management process as a critical, and project long effort, to control costs and quality. As such the CPCM is expected to review, participate in, and make recommendations for improvement to the District's change management process which seamlessly integrates with the continuous improvement objectives of OCP.

The goal of the SMART program was to address critical needs based on identified deficiencies in safety and security, repairs and renovations, and technology and technology infrastructure, as well as music, art, and athletics. The needs of specific programs being offered at schools districtwide were not included as part of the development of the 2014-15 DEFP. As such, any proposed changes in project scope related to a specific programmatic need of a school must be brought before the School Board for approval. This includes scope changes that are within budget but require funds to be repurposed from one type of space to another.

Additionally, acceleration of a project, in part or as a whole, and separating a portion of a project's scope already under contract with a designer or contractor and assigning to another consultant/contractor shall require Board approval. Other changes that shall require Board approval include repurposing buildings that were previously slated for demolition and changing the use of a space. In both cases, the PMOR, in conjunction with the CPCM and the OCP, must notify Portfolio Services, since such changes may require notification to, or approval from, the Department of Education as well. It will also be necessary to bring before the Board through workshops and subsequent Board approval, projects where buildings are deemed to be more economical to replace rather than renovate. Through recent design development efforts, staff has been made aware of projects that were included in the SMART Program as renovation projects, however, given the extent of remedial work, have been determined to be too costly to renovate. These projects were presented to the Board for discussion of the various conditions and proposed alternative solutions and were eventually rescope to include demolition of buildings and replacement as necessary to accommodate the school's student population and programmatic needs. As such, the CPCM must support the PMOR's efforts on the forefront of projects that can potentially fall into this category and work collaboratively with stakeholder departments, such as Portfolio Services and PPO to ensure appropriate solutions in addressing student capacity and infrastructure requirements.

6.4.4.1 Change Orders and Claims Analysis Support

The CPCM's approach to change management is expected to include a comprehensive change order review process that involves the identification of change-related issues, collection of relevant documentation, review of contract documents, assessment of entitlement, and cost and time impact analysis when applicable. The CPCM is responsible for developing independent cost estimates for construction contract change orders over \$25,000 to be used as the basis for negotiation. The PMOR is responsible for developing independent cost estimates for construction contract change orders \$25,000 and under.

The CPCM participates in the District's CORP meetings. When CORP meetings fails to result in settlement of the dispute, the CPCM may also be called upon to provide litigation and mediation support.

The CPCM is responsible for ensuring information and lessons learned from each change order are incorporated into the knowledge database to inform stakeholders of common errors and omissions and delay factors for the purpose of avoiding issues that might negatively impact budget and time.

6.4.5 Risk Management

The District expects the CPCM to proactively and uniformly institute the principles of risk management throughout the program to identify, analyze, and respond to risks that may arise during the program lifecycle. It is essential that the CPCM inform the District of the crucial elements such as scope, schedule, budget, and quality that may be impacted by risks, and ultimately affect the success of the program.

It is also of utmost importance that the CPCM, in its work with the PMOR, alert the District of potential risks, as they surface at the project level, and view them not only as negative events, but moreover, as opportunities for improvement. Additionally, the CPCM must support the District in its understanding of such risks and how to manage them when they occur.

As the program progresses, the CPCM shall analyze past and current market trends and provide forecasts as it relates to the Program duration and scope of work. The CPCM shall develop strategies to minimize uncertainty and that increase positive outcomes of the program.

With the potential for constraints, both financial and workforce, the District expects the CPCM, along with the PMOR to establish a formal risk management approach that identifies negative risk occurrences impacting deliverables through development of a Risk Management Plan and Risk Register.

6.4.5.1 Risk Management Plan

The Risk Management Plan must include, but not be limited to, defining the probability and impact of risks, and the methodology of managing same, including, responsible parties, at both project and program levels. While the focus of the PMOR risk management efforts occur at the project level, the CPCM's shall revolve around incorporating project-level risk data and utilizing such to inform the program-level Risk Management Plan.

The plan should incorporate components such as roles and responsibilities, risk analysis definitions, and levels of risk thresholds than help in identifying those that will require responses. Additionally, the plan shall include, but not be limited to, industry best practices, such as effective design, quality, cost, time, and construction management, in order to deliver best-in-class projects to the owner, and should also address a comprehensive insurance and bonding compliance program that will be required for opportunities to assign and track risk, to third parties, where feasible. Furthermore, the CPCM is expected to include workload capacity of prime contractors and subcontractors as part of its risk management planning.

6.4.5.2 Risk Register

In conjunction with the PMOR, the CPCM must be prepared to execute a comprehensive approach to risk management by conducting regular Risk Register updates and Risk Workshops involving all stakeholders to provide insight into changes in qualitative and quantitative risks utilizing e-Builder. The CPCM shall document risks, and clearly define root causes, priority level, probability, accountability, cost, and risk response strategy, as well as other relevant data that can be instrumental in effectively addressing impacts.

The CPCM shall incorporate pertinent data from the Risk Register into the Risk Management Plan as a means of informing the higher-level strategies to be undertaken by the project and program teams.

6.4.5.3 Market Trend Analysis

The CPCM's cost estimating team shall also provide OCP regular reporting on changes to market conditions that may affect the overall program, in addition to individual projects. It is expected that this type of information and other market trends will also be utilized by the CPCM in informing the risk management process related to the Program schedule. See Section 6.5.2 for additional information

6.4.6 Program Management Software: e-Builder

E-Builder shall be the central repository for all project information such as contractual agreements, correspondence, design submittals, Requests for Information and associated responses, invoices and pay applications, change orders, and project documentation. In addition, the PMOR will be able to execute many of the day-to-day processes and procedures through embedded workflows that support core functions such as Schedule and Resource Management, Cost Control, Construction Administration, Change Management, Funding Management, and Claims Mitigation.

The CPCM shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, CPCM and contractors, C.M.s, Design Consultants and other vendors providing goods or services on projects; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

Assist the District with the further development and implementation of a process that provides cost control and timely, accurate measurement and reporting of commitments, obligations, and expenditures. The CPCM shall assist in the administration of e-Builder's financial management system integration with the District's primary accounting system ("SAP"), which facilitates accounting of Capital Program funds, auditing of expenditures, Program and Project estimates and budgets, contract payments, a cash management system, and periodic financial reporting.

Apply best practices and industry standards to review and continue development of simplified approval and billing procedures, and utilize, maintain, and revise as necessary automated eBuilder workflows for A/Es and GCs.

The CPCM shall monitor the PMOR and other users for compliance with the document control system and make recommendations for improvement. E-Builder documentation is subject to periodic external audit.

Additional e-Builder requirements for which the CPCM is responsible include, but are not limited to, the following:

- A. Licenses shall be provided to CPCM to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).
- B. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes all e-mailed communications.
- C. Workflows. Any and all responses or required responses to an open action Item or to an initiated Workflow process shall be input and managed through e-Builder. Workflow processes that will be executed through e-Builder include but are not limited to those processes identified.
- D. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.
- E. Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.
- F. Access to e-Builder and Licensing. CPCM shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.
- G. Training shall be coordinated, scheduled, and provided to those provided access and licenses by the Cost and Program Controls Manager. Additional training may be provided based on availability.

6.5 Performance Evaluation

The CPCM shall on a monthly basis provide an executive summary of the performance of the program. The District has identified categories of metrics which respondents shall define, provide benchmarks for, and build upon based upon their professional expertise/industry best practices. These categories are schedule adherence, budget versus cost, request for information rates, change order rates, vendor performance, stakeholder satisfaction, and project quality adherence.

The District also expects the CPCM to evaluate and provide recommendations for a variety of measurable Program activities including, but not limited to, contractor payments, responses to requests for information, field and change orders root cause, quality deficiency reports, safety incidents, claims, and testing. As such the CPCM shall both track compliance and make recommendations to OCP to ensure goals are met.

6.5.1 Program Evaluation

The CPCM shall, on a monthly basis, provide an executive summary of the performance of the program, while collaborating with the Program Manager – Owner's Representative team to ensure no duplication of efforts. The District has identified SOPs and categories of metrics, which respondents shall support, evaluate against benchmarks, and build upon based upon their professional expertise/industry best practices.

The monthly executive summary shall include the program and project performance measures listed in 6.7.9 of this RFP. Project-level performance measures will be summarized at the program level, with emphasis placed on specific projects significantly contributing to overall performance outcomes.

6.5.2 CPCM Evaluation

The CPCM's performance shall be evaluated on a quarterly basis using a combination of objective metrics and evaluation criteria. OCP management will assess the CPCM's performance using instrumentation designed to evaluate performance in two major categories -- Deliverables and Attributes. The evaluation shall be for the purpose of reviewing and scoring leadership and management competencies, relationships with stakeholders, and compliance with the technical requirements of the agreement. The specific criteria to be assessed are indicated on the sample evaluation form included as Attachment N.

The program and project-level metrics used to evaluate program performance (see 6.5.1 of this RFP) and listed in 6.7.9 of this RFP, along with other metrics specifically called out in this document, will be the basis for the objective contractual metrics to be used in evaluating the CPCM's performance.

Upon completion of the evaluation by the Executive Director, Capital Programs and appropriate OCP management, the results shall be discussed with the CPCM Lead and management team in a timely manner and any changes or corrective actions be implemented promptly.

6.6 Performance-Based Fees

The District is relying on the CPCM's ability to provide program controls services that assist the PMOR and OCP in delivering projects on time and within budget using an experienced team's proven approach and methodology. To help ensure timely and accurate delivery of high-quality services throughout the term of the contract and during any extensions, a portion of the CPCM's fees will be performance-based.

The portion of the CPCM fees placed at risk is to be based on a cost-plus fee (profit) structure. The portion of the CPCM fees placed at risk would therefore be the agreed upon percentage of program costs the District agrees to pay the CPCM in addition to negotiated CPCM labor rates. Beginning with the first quarterly evaluation described in 6.5.2, the CPCM's fees would be subject to being discounted at an agreed upon rate.

The portion of the fee placed at risk (discount rate) would be determined during negotiations and contingent upon the CPCM's performance of the objective contractual metrics identified in 6.5.2, CPCM Evaluation. The relative weight of each objective metric used to measure performance will be determined and agreed upon during negotiations.

6.7 Scope of Services: Related Deliverables

The following is a general summary of CPCM Deliverables and is not intended to be an all-inclusive list of the requirements for the Agreement, between the Owner and the CPCM.

A. Schedule Controls per Program & Project – Monthly

1. Planning, Design, Procurement, Construction & Close-out
 - a. Baseline Schedule (Project/Program) - review
 - b. Maintain Monthly Schedule Updates (Program) – report progress on summary level
 - c. Variance analysis (Schedule / Budget) slippage

B. Budgeting & Cost Control Process per Project

1. Project Cost Estimates through the price proposal / bid process
2. Variance analysis of actual proposals / bids to cost estimates
3. Support negotiations on CMAR delivery method projects and make recommendations
4. Project Funds Allocation – create and maintain
5. Pay Requisitions for GC – report status monthly
6. Prompt Notice of Budget over-run (immediately upon identification)
7. Earned Value Management (Monthly Reporting)
8. Report Cash Flow and Forecasts to Capital Budget and the OCP

C. Change Management per Program – Monthly

1. Support change assessments with independent cost estimates and schedule evaluations on proposed changes.
2. Report & Monitor impact of Changes (Integration Management)
(Quality, Scope, Schedule & Budget)

D. Risk Management and Market Conditions Evaluation

1. Risk Management Plan - Prepare a Risk Management Plan, describing the approach for managing uncertainty, both threats and opportunities impacting the scope, schedule, budget or quality for the projects of the Program.
2. Risk Register
3. Provide updated risk management status on a quarterly basis
4. Provide market conditions update (as part of risk management) on a quarterly basis

E. Knowledge Management/Continuous Improvement at Program & Project Level - Quarterly

1. Collect and codify processes and practices as a function of continuous improvement efforts; review quarterly and incorporate current industry best practices and latest SOPs into e-Builder workflows

F. Staffing / Responsibility Matrix – Initiation Phase and Quarterly

1. Responsible, Accountable, Consult, Inform (R. A. C. I.) Matrix
 - a. During the initiation phase, provide a 12-month staffing plan that correlates with the projected status of the overall program over the 12-month period.
 - b. On a quarterly basis, provide a 12-month staffing plan that evaluates each team according to the projected status of the overall program over the 12-month period.

G. Procurement Management

1. Vendor evaluation
 - a. Report monthly on vendor evaluations

H. Performance Evaluation at Program & Project Level – Monthly

These project and program measures of performance will both be included in the monthly executive summary of program performance completed by the CPCM. Project-level performance measures will be summarized at the program level, with emphasis placed on specific projects significantly contributing to overall performance outcomes.

1. Monthly Executive Summary of Program performance

- a. High level schedule reporting
- b. Budget vs Actuals vs Forecasts (Running Construction Budgets)
- c. Summary of Hard/Soft Costs for Completed Projects (BOC)
- d. RFI Rates-Summary of RFI Response Times
- e. Change Order
 - a. Monthly Root Cause Analysis Reports
 - b. Dashboard and Reporting by School, GC and Category (Board and BOC)
- f. Stakeholder satisfaction – Reports results of stakeholder satisfaction surveys
- g. Project Quality Adherence
- h. Status and Summary of any current claims
- i. Contractor's Monthly Invoices – summary status report

I. **Mobilization Plan – Initiation Phase (within 10 Days after receiving written NTP)**

1. As specified in 6.3.2, the CPCM is to provide the OCP management team with a timeline indicating key activities at 30, 60, and 90 days.

END OF SCOPE OF SERVICES

SECTION 7 – SPECIAL CONDITIONS

- 7.1 **BID SUBMITTAL:** 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, _____** at the following address in order to be considered. Please utilize **Attachment Q, 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: FY21-138 – Program Manager – Cost & Program Controls Services

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

One (1) complete, original hard-copy proposal (clearly marked as such), and one (1) complete, original electronic version (both clearly marked as “original”) will constitute the original governing documents. The electronic version in PDF on a Flash Drive 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.

- 7.2 **JOINT VENTURES:** In the event, multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the prime Proposer. If offering a joint proposal, prime proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee 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. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

7.3 **MINIMUM INSURANCE REQUIREMENTS:**

Professional Liability (Errors and Omissions): The VENDOR shall procure a Professional Liability Insurance Policy with coverage of not less than Five Million (\$5,000,000) Dollars and a deductible, to be paid by VENDOR, of not more than Fifty Thousand (\$50,000) Dollars, providing for all sums which the VENDOR shall be legally obligated to pay as damages for claims arising out of or relating to the Work performed by the VENDOR or any person employed or acting on the VENDOR's behalf, but not limited to Subconsultants/Subcontractors, in connection with this Agreement. The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating three (3) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may authorize the VENDOR to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage, including but not limited to deductible amounts, based upon the scope of the Project. Notwithstanding any provision in this Agreement, nothing in this Agreement shall be construed as a limitation of the VENDOR's liability to SBBC.

- A. **Worker's Compensation Insurance.** The VENDOR shall maintain Worker's Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000 / \$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

- B. Commercial General Liability Insurance. The VENDOR shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$1,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. The School Board of Broward County must be named as an Additional Insured on the Certificate along with the RFP Number.
- C. Automobile Liability Insurance. The VENDOR shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01. In the event the VENDOR does not own any vehicles, VENDOR shall obtain hired and non-owned coverage for \$1,000,000 Combined Single Limits and provide an affidavit signed by the VENDOR indicating the following:

(Insured) does not own any vehicles. In the event we acquire any vehicles throughout the term of this Agreement, Insured agrees to provide of "Any Auto" coverage effective date of acquisition.

- D. Certificate of Insurance Requirements. Prior to the commencement of any Work, as evidence of required coverage, VENDOR must provide a Certificate of Insurance to The School Board of Broward County, Florida's Risk Management Department for approval. ~~Certificates must be faxed to the School Board of Broward County's Certificate Tracking System at 1 866 897 0425.~~

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured. The endorsement # is _____.
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3. Contractual liability is included in the General Liability policy.

7.4 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:

- 7.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing herein after referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 7.4.2 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 for seven (7) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as being properly paid pursuant to the terms of the Agreement shall be reimbursed to SBBC.
- 7.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

- 7.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancy, such as an over payment, the Awardee will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 7.4.5 If an audit inspection or examination in accordance with this article, discloses over payments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee as well as the over payments by SBBC.
- 7.5 **W-9 FORM:** All Proposers are requested to complete the attached W-9, **Attachment G**, and submit with their proposal.
- 7.6 **FLORIDA BIDDER'S PREFERENCE:** General Condition 7.2.4 does not apply to this RFP as no personal property is being purchased.
- 7.7 **CONTRACT VALUE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.8 **ACCEPTANCE AND REJECTION OF PROPOSALS:**
- 7.8.1 **ACCEPTANCE:** All proposals properly completed and submitted will be evaluated in accordance with Section 3.1 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.
- 7.8.2 **TECHNICALITIES:** 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.
- 7.8.3 **REJECTION:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.8.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
- 7.8.3.2 Failure to execute and return the enclosed **ORIGINAL REQUIRED RESPONSE FORM** as defined in Subsection 4.2.3 (see Section 1- Required Response Form). This **SHALL** result in a recommendation to reject the Proposal.
- 7.8.3.3 Failure to respond to all subsections within the RFP.
- 7.8.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
- 7.8.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind, which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 7.8.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.
- 7.8.3.7 Failure to strictly comply with the Supplier Diversity Outreach Program **SHALL** result in a recommendation to reject the Proposal.

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

- 7.9 **VENDOR REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's 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).
- 7.10 **NONDISCRIMINATION STATEMENT:** SBBC Policy 400101 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.
- 7.11 **GOVERNING LAW:** This RFP, and any award(s) resulting from it, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida or to the United States District Court for the Southern District of Florida.

SECTION 8 – GENERAL CONDITIONS

<p>8.1 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".</p> <p>8.1.1 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.</p> <p>8.1.2 By AWARDEE: AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.</p> <p>8.2 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.</p> <p>8.2.1 PROPOSER'S RESPONSIBILITY: It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received, and all Addendum released are received prior to submitting proposal without regard to how a copy of this RFP was obtained.</p> <p>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.</p> <p>8.2.2 PROPOSAL SUBMITTED: Completed proposal must be submitted in a sealed envelope with the RFP number and name clearly typed or written on the front of the envelope. Proposals must be time stamped in Procurement & Warehousing Services Department on or before 2:00 p.m. ET on date due for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on date due. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED OR EMAILED 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.</p> <p>8.2.3 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.</p> <p>8.2.4 BIDDING PREFERENCE LAWS: The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT. The local preference is five (5) percent. Proposers outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in proposal being considered "non-responsive" and proposal rejected. See Minimum Eligibility Requirements of the RFP.</p> <p>8.3 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</p>	<p>PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. Late proposals shall not be accepted. The address for proposal submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & 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 8.2.2)</p> <p>8.4 INTERPRETATIONS: Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. 8.5</p> <p>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. O</p> <p>8.6 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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>d) UNDERWRITERS' LABORATORIES: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.</p> <p>e) PROPOSER'S CONDITIONS: Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The QSEC reserves the right to reject any conditional proposal.</p> <p>8.7 SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after award of the RFP.</p> <p>Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver required sample(s) or to clearly identify samples as indicated may be reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.</p> <p>8.8 DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT. Shipping points offered other than F.O.B. Destination shall be rejected. Unless actual date of delivery is specified (or specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.</p>
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- 8.9 **OSEC AND PROPOSALS:** SBBC and its OSEC evaluate and negotiate all Proposals in accordance with State Statutes 119.071 and 286.0113.
- 8.10 **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 OSEC reserves the right to reject any or all proposals received when there are sound documented business reason(s) that serve the best interest of SBBC. The OSEC reserves the right to accept any item or groups of items unless qualified by Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 8.11 **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.
- 8.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
- 8.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return product at Awardee's expense.
- 8.14 **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).
- 8.15 **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.
- 8.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 8.24 **LIABILITY INSURANCE, LICENSES AND PERMITS** of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements)
The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- 8.17 **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 8.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.
- 8.18.1 **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.
- 8.19 **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.
- 8.20 **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.
- 8.21 **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.
- 8.22 **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.
- 8.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest-grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype or other type of product(s) of this kind are not acceptable and will be rejected.**
- 8.24 **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
- Refer to Agreement for any additional insurance requirements.
- 8.25 **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.

- 8.26 **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.
- 8.27 **BILLING INSTRUCTIONS:** Monthly invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted to the Director, Program Controls for review and approval. Refer to the Agreement for the specifics. All payments made to the VENDOR shall be made by ACH (Automated Clearing House). The ACH Payment Agreement Form shall be submitted by the awardee at the time of the execution of the Contract. 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.
- 8.28 **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.
- 8.29 **SUBSTITUTIONS:** SBBC **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 8.30 **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.
- 8.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Proposer, by virtue of bidding, certifies by signing proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
- 8.32 **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 & 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.
- 8.33 **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.
- 8.34 **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.
- 8.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and will be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
- 8.36 **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.
- 8.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 8.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0505 or <https://www.browardschools.com/SDOP>.
- 8.38.1 **Nondiscrimination:** Each Proposer hereby certifies and agrees that the following information is correct:
In preparing its response to this project, the Proposer 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 Proposer on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.
- 8.39 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
- 8.40 **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 & 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.
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 & 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.

- 8.41 **SBBC PHOTO IDENTIFICATION BADGE: Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32, 1012.465, and 1012.467, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP 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, 1012.465 and 1012.467, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

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

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

- 8.42 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement & Warehousing Services and on www.demandstar.com, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended (CONTINUED)...

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.**

- 8.43 **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)

- 8.44 **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.

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

- 8.46 **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.

- 8.47 **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.

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

- a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- b) The Broward County Certified M/WBE vendor;
- c) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- d) The Florida Certified Minority/Women Business Enterprise vendor;
- e) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- f) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- g) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- h) If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & 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.

- 8.48 **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 QSEC Member, or any other School District employee after Procurement & 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 & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
- 8.49 **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.
- 8.50 **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.
- 8.51 **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.
- 8.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as (CONTINUED)...

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.

- 8.53 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 8.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
 - a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
 - b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
 - d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- 8.56 **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.
- 8.57 **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.
- 8.58 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

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

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

CERTIFICATION:

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

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

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

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from (CONTINUED)...

public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

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

8.61 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this RFP 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, epidemics, pandemics, government regulations, and issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or 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 lack of funds on the part of either party be deemed Force Majeure.

SECTION 9 – FORMS AND ATTACHMENTS

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

ATTACHMENT A – S/M/WBE FORMS

- Review Supplier Diversity Guidelines available on our website at: <https://www.browardschools.com/Page/32118>


The following forms are due (if applicable) at the time of Proposal submittal:

(forms referenced below can be obtained on our website at: <https://www.browardschools.com/Page/32118>)


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

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00470 Attachment _____
STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR		
SOLICITATION #: _____		
CONTRACT #: _____		
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> .		
STATEMENT OF INTENT		
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity		

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


 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00475 Attachment _____
SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE		
		DATE: _____
SOLICITATION INFORMATION		
Contract #:	Project Start Date:	
Project Name:		
Project Location:		
Bidder/Proposer:		

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

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM
		DATE: _____
CONTACT INFORMATION		
Solicitation Title:		
Solicitation #:		
Prime Contractor:		

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

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

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT		
SECTION I - GENERAL INFORMATION		
Project Name:		Contract Number and Work Order Number (if applicable):
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal: _____
		Contract Completion Date: _____
Prime Contractor Name:		Project Manager (PM) Name:
Prime Contractor Street Address:		
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #: _____
		PM Email Address: _____
SECTION II - UTILIZATION INFORMATION		
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.		
	S/M/WBE	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/46981>

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 – PROPOSER'S REQUEST FOR INFORMATION

DOWNLOAD THIS FILLABLE PDF DIRECTLY FROM WWW.DEMANDSTAR.COM
SAMPLE IS SHOWN BELOW



The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00220: Submitting Firm's Request for Information

To: Purchasing Agent
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Date:

(For Owner's Use Only) Firm's RFI No.: <input type="text"/>

Project: **RFQ/RFP#, Project**
#, & Location #:
Facility Name: **Project Consultant:**

Category:

- ☐ Information not shown on RFQ/RFP Documents
- ☐ Interpretation of RFQ/RFP Documents
- ☐ Conflict in RFQ/RFP Requirements
- ☐ Coordination / Site Visit

Reference:

- ☐ Drawing Reference
- ☐ Spec/Project Manual Reference
- ☐ Other:

Subject:

Description:

ATTACHMENT D – 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 Proposer 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 Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this proposal.

Organization Name

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

Signature(s)

Date

CERTIFICATION OF NON-SUSPENSION OR DEBARMENT:

The Proposer, by submitting its Proposal, certifies that:

4. The Proposer, owners, or principals are aware of the Federal Excluded Parties List System and have not been excluded from receiving Federal Contracts, certain subcontracts and certain Federal Financial and non- financial aid and benefits pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, in addition to each Proposer's codification of the Common Rule for Non-procurement suspension and debarment as accessed and described on the federal website System for Award Management (SAM).

5. The Proposer, owners, or principals are aware of the State of Florida Convicted/Suspended/Discriminatory/Complaints Vendor Lists and have not been excluded from receiving State of Florida contracts pursuant to the provisions of Section 287.133(3)(d), Florida Statutes, Rule 60A-1.006, Florida Administrative Code (F.A.C), sections 287.057(1), (2) and (3), Florida Statutes, and rule 60A-1.006(1), F.A.C, and Rule 60A-1.006(1), F.A.C, as accessed and described on the Florida Department of Management Services (https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists).

6. The Proposer, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Federal Excluded Parties List System or the State of Florida Department of Management Services Procurement Convicted / Suspended / Discriminatory / Complaints Vendor Lists; and

7. If awarded the Contract, the Proposer, owners, or principals will immediately notify the SBBC in writing if any of its principals are placed on the Federal Excluded Parties List System or the State of Florida Department of Management Services Procurement Convicted / Suspended / Discriminatory / Complaints Vendor Lists.

8. 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 Proposer 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.

9. The Proposer shall provide immediate written notice to the person to which this proposal is submitted if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

10. 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, 51 FR 6370, 3 CFR, 1986 Comp. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

11. The Proposer agrees by submitting this proposal that, must 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.

12. The Proposer 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.

13. 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).

14. 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 the Proposer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

15. Except for transactions authorized under paragraph 5 of these instructions, if the Proposer in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

Multiplier (A): _____

Hours to be Billed Annually (B): _____

[illegible]

Reimbursables	YEAR 1	YEAR 2	YEAR 3	TOTAL
	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL (BASE)	\$ -	\$ -	\$ -	\$ -

SMMBE PARTICIPATION - BASE CONTRACT		
Company	Contract Value	Percentage
TOTAL		

YEAR 4	YEAR 5	TOTAL
\$ -	\$ -	\$ -

\$ -	\$ -	\$ -
------	------	------

S/M/WBE PARTICIPATION - CONTRACT EXTENSION		
Company	Contract Value	Percentage
TOTAL		

ATTACHMENT F – RELEVANT PROGRAM / REFERENCE FORM (CPCM SERVICES)

MUST BE COMPLETED BY ALL PROPOSERS TO BE ELIGIBLE POINTS IN SECTION 4.2.4 – C3

Instructions to Proposer: Submit a separate Form for each related program or project listed in the firm's RFP Response. It is the Proposer's responsibility to provide accurate, current information for each program or project and Owner listed under sections 1, 2, and 3. Item 2 below along with any attachments about relevant projects will be reviewed and evaluated by QSEC. References will equal up to 1.0 points maximum per program. This form does not count towards the page count for Relevant Projects, nor should it be used in lieu of the relevant project information. Relevant programs are eligible for up to 3.0 points maximum per program. **A FILLABLE PDF MAY BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM**

1.	NAME OF PROPOSER:		RFQ #: FY21-138
	SOLICITATION FOR: Program Management - Cost & Program Control Services RELEVANT PROGRAM NAME / TITLE, YOUR FIRM'S SCOPE, & APPROACH:		
2.	OWNER'S NUMBER:		PROGRAM LOCATION (Address, City, State & Zip):
	ORIGINAL ESTIMATED COST OF CONSTRUCTION OF PROGRAM:		PLANNED PROGRAM SCHEDULE (MONTHS):
	FINAL OR ANTICIPATED CONSTRUCTION COST OF PROGRAM:		ACTUAL PROGRAM SCHEDULE (MONTHS):
	PROPOSER'S CONTRACTUAL RELATIONSHIP TO OWNER ON THIS PROGRAM: (Prime OR Subcontractor)		PLANNED COMPLETION DATE: Month/Year
			ACTUAL COMPLETION DATE: Month/Year
	MINORITY/WOMEN BUSINESS ENTERPRISE OR SMALL BUSINESS ENTERPRISE <u>PERCENTAGE GOALS VS ACTUAL PERCENTAGES:</u>		
3.	PROJECT OWNER:		OFFICE / DEPARTMENT:
	REFERENCE NAME:		TITLE:
	E-MAIL:		PHONE NO.:
	ADDRESS (Address, City, State & Zip):		

ATTACHMENT G – 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 H – DRUG FREE WORKPLACE

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 at: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

Personally known _____ Notary Public State of: _____

or

My commission expires: _____

Produced Identification _____

(Type of Identification)

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

(Notary Public Signature)

ATTACHMENT I – WORKERS’ COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:



ATTACHMENT J – ACH PAYMENT FORM

LINK TO FORM – [CLICK HERE](#)

ACH Payment Agreement Form (ACH CREDITS)
The School Board of Broward County, Florida
(See General Condition 10)

VENDOR NAME

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 will 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

Bank/Financial Institution Name:	Branch / State:	Routing Number:
Account Number: Checking Savings	Remittance Confirmation:	Federal Identification #: Tax ID SS #

FAX & EMAIL ADDRESS

Fax Number:	Email Address:	Phone Number:
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SIGNATURES

Authorized Signature (Primary):	Business Title:	Date Signed:
Authorized Signature (Joint):	Business Title:	Date Signed:

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

FOR PROCUREMENT SERVICES USE ONLY

Vendor Account #:	Date Entered:	Initials:
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This completed form must be submitted via email to Purchasinghelpdesk@browardschools.com.

ATTACHMENT K – CPCM SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT is made and entered into as of this xx day of xxxxx, 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

XXXXXXXXXXXXXXXXXXXX
(hereinafter referred to as “VENDOR”),
whose principal place of business is
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

WHEREAS, on _____, SBBC advertised Request for Proposals RFP FY21-138 – Cost and Program Controls Management Services (hereinafter, “RFP”) seeking proposals for the provision of Cost and Program Controls Management Services; and

WHEREAS, upon receipt and evaluation of all proposals received in response to the RFP, VENDOR was determined to be the most responsible, responsive vendor whose proposal is the most advantageous to the SBBC, including consideration of price and other criteria set forth in the RFP; and

WHEREAS, SBBC and VENDOR mutually desire to enter into this Agreement for the provision of Cost and Program Controls Management Services as more fully described in the Scope of Services of the RFP.

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.

1.02 **FEMA Requirements.** NOTE: Articles within this Agreement which include “**FEMA Requirements**” in the title are only applicable to services to be performed concerning disaster recovery work.

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 be three (3) years commencing on xxxxxxx and ending on xxxxxxx. The term of the contract may, upon mutual agreement of the Parties, be extended for two additional, one-year renewal periods, and if needed, 180 days beyond the expiration date of either of the renewal periods. Procurement & Warehousing Services Department, will, if considering renewing, request a letter to renew

from VENDOR, prior to the end of the applicable contract period. Any renewal period shall be by a written amendment to this Agreement, approved by both Parties.

2.02 Contract Documents and Priority of Documents. The Contract Documents shall consist of this Agreement for provision of cost and Program Controls Management Services between the SBBC and VENDOR, RFP FY21-138, inclusive of its attachments, any addenda thereto, the Proposal submitted by VENDOR in response to RFP FY21-138, the Scope of Services contained in the RFP FY21-138, the Notice(s) to Proceed, Project Specific Drawings, Project Specific Specifications, current District Design Criteria, post-award meeting checklist and current District Master Specifications. The Contract Documents supersede 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 Contract 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.

In the event of a conflict between Contract Documents, the following priority of documents shall govern.

- A. This Agreement; then
- B. Addenda ____ to RFP FY21-138 – Cost and Program Controls Management Services; then
- C. RFP FY21-138 – Cost and Program Controls Management Services (the “RFP”); then
- D. The Proposal submitted in response to the RFP by VENDOR.

2.03 Cost of Services. SBBC shall pay VENDOR for services rendered under this Agreement and Fee Schedule on a time and material basis with a not to exceed amount for the term of the Agreement, as may be adjusted pursuant to the Performance-Based Fees provision set forth in Section 6.6 of the RFP. If SBBC and VENDOR desire to renew this Agreement for one or two additional years beyond the original term, the Fee Schedule for years four and five may be re-negotiated with VENDOR. If there is no negotiation regarding the Fee Schedule, the Fee Schedule for years four and five shall remain the same as presented in this Agreement. Fee Schedule is defined as the maximum rate per hour or task for which services can be billed to SBBC. These listed fees are full compensation for VENDOR’s direct personnel expenses, mandatory and customary contribution, overhead costs, project costs and profit. For all services rendered, the VENDOR will be paid upon actual hourly or salaried rates paid by the VENDOR, times the actual hours worked, times a fixed multiplier of xxx. As payments for services are based upon actual salaries paid, SBBC shall not be billed for hours worked for salaried employees in excess of forty (40) hours per week. The VENDOR shall obtain prior approval, by SBBC, for all materials and reimbursables. Reimbursables are defined as XXXXXXXX. All SBBC approved materials and reimbursables will be paid by SBBC at actual costs as a passthrough expense. **Attachment A** is only a reference document used for the estimate of the not to exceed amount. VENDOR shall obtain prior approval of any and all staff, including their hourly rate selected for commissioning services.

2.04 Billing Instructions and Payment. VENDOR shall be required to bill on not less than a monthly basis, and in no event shall VENDOR submit an invoice for services and costs more than ninety (90) days after the services and/or costs occurred, otherwise such services and costs shall not be considered by SBBC and same services and costs are admitted by the VENDOR as waived and not due to the VENDOR. All costs shall be reasonable and subject to SBBC’s approval.

Pursuant to Section 6.7.6 of the RFP, during the initiation phase, as a condition precedent to payment, VENDOR shall timely submit a 12-month staffing plan, acceptable to SBBC, that correlates with the projected status of the overall program over the 12-month period.

Pursuant to Section 6.7.6 of the RFP, on a quarterly basis, as a condition precedent to payment, VENDOR shall timely submit a 12-month staffing plan that evaluates each team according to the projected status of the overall program over the 12-month period.

On a monthly basis, as a condition precedent to payment, provide a written three (3) month look ahead document, acceptable to SBBC, which, among other things, lists the staffing plan (including the staff rates and other fees) for the three (3) months following the date of the three (3) month plan, and the month prior to the date of the three (3) month plan. SBBC, at its sole discretion shall approve the monthly written three (3) month look ahead document prior to its implementation.

2.05 Services. VENDOR shall provide Program Management Services pursuant to Section 6.0 of RFP FY21-138, all addenda to the RFP, if any, the VENDOR's response to the RFP, and any SBBC ordering or authorizing documents such as the Authorization to Proceed ("ATP"), are also made a part of this Agreement. VENDOR will attend meetings as requested by the Executive Director or his/her designee, Capital Programs. Meetings may be conducted during or after regular business hours. Examples of types of meetings which VENDOR may be requested to attend include, but are not limited to:

- a. Senior Administration Meetings;
- b. Community Meetings;
- c. Project Review Meetings;
- d. Construction Oversight Review Advisory Committee (CORC);
- e. Coordination Meeting with District Staff;
- f. Local Governmental Agencies Meetings;
- g. Operations/Budget Staff Meetings;
- h. Capital Program Staff Meetings; and
- i. School Board Meetings.

2.06 M/WBE Participation. VENDOR shall provide for M/WBE participation during its performance of services under this Agreement by listing SBBC Certified MWBEs' participation commitment percentage set forth in the VENDOR's Proposal (**Attachment B**).

VENDOR shall obtain prior written approval from the Officer, Economic Development & Diversity Compliance Department for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Goals Program:

SBBC has identified a **twenty-nine percent (29%) participation goal** for Submitting Firms that subcontract with eligible SBBC-Certified M/WBE firms for at least twenty-nine percent (29%) of the total contract value. See the definition of M/WBE in Section C.2. of Policy 3330.

Penalties and Sanctions

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the S.B.E. subcontracting goal by a certified S.B.E. proposer, the failure of a proposer to attain a subcontracting goal for S.B.E. participation in the performance of its contract or otherwise comply with the provisions of this API

shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

The temporary stoppage of a M/WBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: browardschools.com/Page/46981.

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

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

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

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

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

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

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

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

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

2.07.01 Regular Evaluation. An evaluation shall be conducted by District staff and/or third –party representative on a regular basis to measure performance. Such evaluation shall be communicated to VENDOR to identify areas for betterment and shall be used as basis for continuous improvement.

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

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

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

Executive Director, Capital Program
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR: xxxxxxxx

With a Copy to: xxxxxxxx

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

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

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

B. By VENDOR: VENDOR agrees to indemnify and hold harmless 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 out of the products, goods or services negligently furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise. This indemnification provision does not extend to require indemnification to the SBBC for its own negligence and, therefore, certain requirements of Section 725.06, Florida Statutes, are not required. However, should this clause be interpreted by a court to require compliance with other provisions of Section 725.06, Florida Statutes, then the following shall be incorporated by reference into the Agreement: (i) the indemnification as provided in this paragraph shall be subject to a monetary limitation equal to Six Hundred Million Dollars (\$600,000,000.00), or the total value (including fees and cost) of all projects assigned to VENDOR, whichever is less, and (ii) the SBBC and VENDOR both acknowledge that the monetary limitation referenced above bears a reasonable commercial relationship to this Agreement.

2.11 **Insurance**. Professional Liability (Errors and Omissions): The VENDOR shall procure a Professional Liability Insurance Policy with coverage of not less than Five Million (\$5,000,000) Dollars and a deductible, to be paid by VENDOR, of not more than Fifty Thousand (\$50,000) Dollars, providing for all sums which the VENDOR shall be legally obligated to pay as damages for claims arising out of or relating to the Work performed by the VENDOR or any person employed or acting on the VENDOR's behalf, but not limited to Subconsultants/Subcontractors, in connection with this Agreement. The insurance policy, or a policy with

the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating three (3) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may authorize the VENDOR to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage, including but not limited to deductible amounts, based upon the scope of the Project. Notwithstanding any provision in this Agreement, nothing in this Agreement shall be construed as a limitation of the VENDOR's liability to SBBC.

A. Worker's Compensation Insurance. The VENDOR shall maintain Worker's Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

B. Commercial General Liability Insurance. The VENDOR shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$1,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. **The School Board of Broward County must be named as an Additional Insured on the Certificate along with the RFP Number.**

C. Automobile Liability Insurance. The VENDOR shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01. In the event the VENDOR does not own any vehicles, VENDOR shall obtain hired and non-owned coverage for \$1,000,000 Combined Single Limits and provide an affidavit signed by the VENDOR indicating the following:

(Insured) does not own any vehicles. In the event we acquire any vehicles throughout the term of this Agreement, Insured agrees to provide of "Any Auto" coverage effective date of acquisition.

D. Certificate of Insurance Requirements. Prior to the commencement of any Work, as evidence of required coverage, VENDOR must provide a Certificate of Insurance to The School Board of Broward County, Florida's Risk Management Department for approval.

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

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

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

Contractual liability is included in the General Liability policy.

2.12 Nonconformance to Contract Conditions. Services offered must comply with RFP conditions and specifications, specifically including but not limited to Sections 6.2.1 and 6.3.4 of the RFP, and any resulting Agreement at all times. Service(s) not conforming to RFP conditions, specifications or time frames will have a written nonconformance letter sent to the vendor to provide an opportunity to remedy the nonconformance. Failure of the VENDOR to remedy the nonconformance, within thirty (30) days from receipt of notification, shall result in termination of contract. Additionally, for a period of two (2) years, any RFQ

submitted by VENDOR will not be considered or recommended for award, as such, all departments being advised not to do business with VENDOR.

Key Personnel* indicated in the VENDOR's Proposal are expected to actually perform services in this program. **NOTE: The substitution of Key Personnel listed in the Submitting Firm's Proposal without the prior written approval by the Superintendent of Schools or his/her designee, shall be a material breach of this Agreement. The substitution of the Principal in Charge and/or Program Director (a/k/a PM Lead) listed in the Submitting Firm's Proposal without the prior written approval by The School Board of Broward County, Florida, shall be a material breach of the Agreement.**

2.13 **Travel.** Local travel will be billed as a reimbursable expense in accordance with the current or updated School Board Policy 3400 and any other relevant School Board Policies. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

PLEASE BE ADVISED THAT SCHOOL BOARD POLICY 3400, UNDER THE "**ALL TRAVEL**" SECTION PARAGRAPH 2 STATES "NEITHER SUBSISTENCE NOR PER DIEM SHALL BE ALLOWED FOR ANY CLASS OF TRAVEL **IN BROWARD COUNTY** EXCEPT FOR AUTHORIZED BUSINESS OR WORKSHOPS OCCURING BEFORE 6:00 A.M. OR EXTENDING BEYOND 8:00 PM." Additionally, the travel requires prior approval.

2.14 **Working Environment.** SBBC will provide a functional working environment within an existing school to include, but not limited to, office space, office furniture and appliances, housekeeping, internet service and office network cabling, utilities, use of SBBC's email service, server(s) for file storage, office supplies, and in-house printing, copying, plotting and fax equipment services. VENDOR shall obtain prior approval from SBBC for any additional goods or services required for the working environment.

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

3.04.01 **FEMA Requirement - Equal Employment Opportunity.**

The following language must be included in any contract involving any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause. The term "contractor" is used to refer to both the VENDOR and contractors performing work.

The following is hereby incorporated into this an any other agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided

advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant [School Board] and VENDOR agree that to assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

3.05 Termination. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. VENDOR will be compensated for services performed up to the date of termination and be reimbursed for any and all reimbursable expenses allowed under the Agreement.

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

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

3.08 **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 with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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

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

3.12 **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.

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

3.14 **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.

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

3.16 **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.

3.17 **Incorporation by Reference**. All exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **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.

3.20 **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.

3.21 **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.

3.22 **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.

3.23 **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, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, 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.

3.24 **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.

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

3.26 **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.

3.27 **FEMA Requirements.** The following requirements of this Article are only applicable to services to be performed concerning disaster recovery work.

A. **Recovered/Recycled Materials.** Offered products will make maximum use of recovered/recycled materials, but if not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this Agreement shall be new unless otherwise specified. 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. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement. Note, however, that if a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

B. Contract Work Hours and Safety Standards. VENDOR will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

C. Energy Efficiency. VENDOR must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

D. Rights To Inventions Made Under A Contract Or Agreement. Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

3.28 **e-Builder.** The VENDOR shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, VENDOR and Contractors, Construction Managers, Design Consultants and other vendors providing goods or services on projects; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

A. Licenses shall be provided to VENDOR to permit access and use of e- Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).

B. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.

C. Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.

D. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

E. Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

F. Access to e-Builder and Licensing. VENDOR shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

G. This information together with a request for licensing shall be sent to Program Controls Support, telephone number (754) 321-1537, ebuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be provided to VENDOR.

H. Training shall be coordinated, scheduled and provided to those provided access and licenses by the Cost and Program Controls Manager. Additional training may be provided based on availability.

(Remainder of page intentionally left blank)

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**

ATTEST:

By _____,
Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

(Remainder of page intentionally left blank)

FOR VENDOR

(Corporate Seal)

XXXXXXXXXXXXXX

ATTEST:

By _____
XXXXXXXXXX

_____, 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, by means of ☐ physical presence or ☐ online notarization, this ____ day of xxxxxx, by XXXXXXXXXXXXX on behalf of the 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

INSERT ATTACHMENT A TO CPCM AGREEMENT

INSERT ATTACHMENT B TO CPCM AGREEMENT

ATTACHMENT L – AUTHORIZATION TO PROCEED

Authorization To Proceed Check One: PSA ☐ / CSA ☐ / Term ☐

Project No.: _____	Date: _____
Location No.: _____	SBBC P.O. No./Line No.: _____
Project Title: _____	RFQ No.: _____
Facility Name: _____	Project Manager: _____
Project Consultant: _____	ATP Start Date (Day1): _____

Under the provisions of your continuing term contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

- | | | |
|--|---|---|
| <input type="checkbox"/> Schematic Design | <input type="checkbox"/> Design Development | <input type="checkbox"/> Construction Documents |
| <input type="checkbox"/> Bidding | <input type="checkbox"/> Construction Contract Administration | <input type="checkbox"/> Warranty |
| <input type="checkbox"/> Other Services: _____ Attached: _____ | | |

This Authorization to Proceed is subject to the following attachments:

- Attachments:
- ☐ Pre-Construction Services and Fee Schedule (CMAR Only)
 - ☐ Executed A.R.F. (Agenda Request Form)
 - ☐ Professional Services Required
 - ☐ Project Schedule
 - ☐ Professional Fees
 - ☐ Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

Original FLCC	Current Cost Estimate	Revised FLCC by ATP
\$ _____	\$ _____	\$ _____

The following professional services will be provided by the Project Consultant as a normal part of its Basic Services for the Project listed above:

Item	Discipline	Description
1		
2		
3		
4		
5		
6		
7		

Authorization To Proceed

Project Schedule

Project No.: _____ Project Title _____

Location No.: _____

Facility Name: _____

Project Consultant: _____

The required project schedule milestones for this project are presented below. (Mandatory)

ACTIVITY – Must Match (PSA/CSA/Term Per RFQ Phasing Plan) # Days per PSA/CSA/Term RFQ Schedule Final Negotiated Schedule	Date Required Or Estimated Time Period Start	Finish
Phase I – Scope Validation	Day 1	Day
Phase I – Plan Review	Day	Day
Phase I – Schematic Design	Day	Day
Phase I – Plan Review	Day	Day
Phase II – Design Development Submittal – 30% CDs	Day	Day
Phase II – Plan Review	Day	Day
Phase III – Construction Document – 50% CDs	Day	Day
Phase III – Plan Review	Day	Day
Phase III – Construction Document – 60% CDs	Day	Day
Phase III – Plan Review	Day	Day
Phase III – Submittal – 90% CDs	Day	Day
Phase III – Review – 90 % CDs	Day	Day
Phase III – Submittal – 100% CDs	Day	Day
Phase III – Review – 100% CDs	Day	Day
Phase III – Bldg. Dept. Review – 100% CDs	Day	Day
Plan Revision / Re-Submittal to Bldg. Dept. –	Day	Day
Bldg. Dept. Follow-up Review –	Day	Day
Plan Approval –	Day	Day
Procurement & Award/Bidding	Day	Day
Construction Through Close-out (Contract Administration) –	Day	Day
Warranty –	Day	Day

Consultant's Authorization To Proceed

Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____

Project Consultant: _____

Phase Must Match PSA/CSA/Term RFQ	Original Basic Fee	Fee Authorized by ATP		Fee Previously Authorized		Fee Balance	
Phase I – Scope Validation	\$	\$	%	\$	%	\$	%
Phase I – Schematic Design	\$	\$	%	\$	%	\$	%
Phase II – Design Development Submittal – 30% CDs	\$	\$	%	\$	%	\$	%
Phase II – Construction Document – 50% CDs / 60% CDs	\$	\$	%	\$	%	\$	%
Phase III – 90% CDs	\$	\$	%	\$	%	\$	%
Phase III – 100% CDs	\$	\$	%	\$	%	\$	%
Pre-Construction Services (CMAR Only)	\$	\$	%	\$	%	\$	%
Phase IV - Procurement & Award/Bidding	\$	\$	%	\$	%	\$	%
Phase V – Construction Through Close-out (Contract Administration)	\$	\$	%	\$	%	\$	%
Phase IV – Warranty	\$	\$	%	\$	%	\$	%
Allowance – Document Reproduction	\$	\$	%	\$	%	\$	%
Allowance – Specific Purpose (list) Site Survey, GPR, Other	\$	\$	%	\$	%	\$	%
Allowance – Non-Destructive / Destructive Testing	\$	\$	%	\$	%	\$	%
Supplement Services	\$	\$	%	\$	%	\$	%
Total	\$	\$	%	\$	%	\$	%

Payment for these services shall be made in accordance with the provisions of the Professional Services Agreement

Approved By Consultant				Certified By SBBC			
Name: _____				Name: Shelley N. Meloni			
Title: _____				Title: Director, Pre-Construction			
Signature: _____	_____	Date: _____	_____	Signature: _____	_____	Date: _____	_____
Certified By SBBC / Owner's Representative				Approved by SBBC			
Name: _____				Name: _____			
Title: _____				Title: _____			
Signature: _____	_____	Date: _____	_____	Signature: _____	_____	Date: _____	_____

This document is part of the Professional Services Agreement for Open End Services between The School Board of Broward County, Florida (Owner) and the Project Consultant and is incorporated by reference into the terms and conditions of that agreement.

ATTACHMENT M – SAMPLE CPCM EVALUATION

Deliverables	Exceeds Expectations 8 – 10 Points	Meets Expectations 4 – 7 Points	Falls Below Expectations 0 – 3 Points	Score
1. Schedule Controls	Baseline schedules are completed on-time or ahead of schedule and are reliably error-free. Monthly Schedule Updates are fully transparent, accurate and on-time. Cost Loaded Schedules are accurate and on-time. There is high confidence that schedule controls capture true project status. Schedule controls flag risks early on such that corrective actions can be implemented successfully.	Baseline Schedules are completed with few inaccuracies. Monthly Schedule Updates are provided on-time and with few inaccuracies. Cost-Loaded Schedules are completed on-time and with few inaccuracies. Where inaccuracies are identified, they are corrected within a reasonable amount of time and used to inform continuous improvement measures. Schedule controls reliably capture project risks.	Baseline Schedules are often late, incomplete or inaccurate. Monthly Schedule Updates are late, incomplete or inaccurate. Cost Loaded Schedules are late, incomplete or inaccurate. There is little confidence that schedule controls accurately reflect what is happening in the field.	
2. Budgeting & Cost Control Process	Scope verification occurs before projects are advertised, accompanied by new budgets that reflect scope changes. The control process is highly responsive to scope adjustments.	Project Charters are high quality, accurately scoped and presented regularly at Project Charter meetings. Scope verification occurs before projects are advertised. Budget impact is clearly articulated and transparent.	Project Charters often miss key components such that the scope of work is often not correct. Stakeholders are not well informed of project scope or scope changes. The impact of scope changes on budget is often miscalculated or not transparent.	
3. Cost Estimating	Cost estimates based on construction documents are highly accurate and reliably within 3% of actual cost.	Cost estimates based on construction documents are reliably within +/- 10% of actual cost.	Cost estimates based on construction documents are unreliable and regularly deviate +/- 20% from actual cost.	
4. Change Management	Changes are identified and communicated in near real-time. The impact of changes is accurately calculated, and approvals for changes are regularly obtained on first pass. Options are well articulated; they objectively and convincingly present factors affecting cost, benefit, and value associated with each option.	Impact of changes is clearly communicated. Approval for changes is obtained in a timely manner. Change updates are provided at least once per month. Options are well articulated such that value vs. cost considerations are understood.	Change management is inconsistent. Often the impact of changes is not well communicated. Sometimes changes are misrepresented. Options do not sufficiently identify factors driving cost, benefit, or value.	
5. Cash Flow & Funding Source Management	Highly accurate expenditure projections are provided monthly. They are aligned with the Master Schedule and responsive to changes. Cash outflows are tightly coupled with project progress.	There is confidence that expenditure projections are accurate. They are provided on a monthly basis and provide a fair and reasonable view into the status of the capital program. Vendor terms are reliably honored.	There is reasonable concern that the gap between cash outflows and project progress is too large. Expenditure projections are often far off from actual capital program outlays.	
6. Bond Oversight Report: Quarterly	Quarterly reports are delivered on-time and transparent. Report formats are user-friendly and effectively highlight key areas of progress or concern. Schedule and budget data are accurate. Stakeholders are consistently satisfied and rarely express concerns over completeness, transparency, or accuracy.	Quarterly reports are delivered on-time and transparent. Report formats are user-friendly and effectively highlight key areas of progress or concern. Schedule and budget data are accurate. Stakeholders are consistently satisfied. Where concerns are raised, they are addressed in a timely manner.	Quarterly reports are not always provided on-time. The format is confusing, with information often missing, inaccurate, or hard to find. There is little confidence that the reports provide a fair portrait of program progress.	

Attributes	Exceeds Expectations 8 – 10 Points	Meets Expectations 4 – 7 Points	Falls Below Expectations 0 – 3 Points	Score
1. Communications Effectiveness	Communications are accurate, timely, and without omissions. The messages being conveyed are easily understood, and there is high confidence that communications are transparent. Delivery and format are clear, comprehensive, straightforward. Risks are identified early. The frequency of communications anticipates when information is needed and how it will be used.	Communications are mostly accurate and provided in a reasonably timely manner with few omissions. Risks are accurately identified and communicated. The information being conveyed is adequate and available when requested. Delivery and format are professional.	Communications are often misleading, inaccurate, or omit essential details. The delivery, format, and frequency of communications are often not reliable.	
2. Utilization of Tools	Tool functionality is fully exploited to bring discernible benefit to the District as evidenced by the quality and timeliness of the work performed. Tools are an essential enabler for tracking and reporting capabilities that extend beyond base requirements. Staff are well-trained on tools and use their knowledge to drive further improvements in tool functionality.	Tracking and reporting tools are used effectively to support all District requirements. Personnel are well trained on tools, and the timeliness and quality of their work is enhanced by tool functionality.	It is not clear how tool usage is improving quality or timeliness of work performed. Tool usage is peripheral to the work being done, and much of the work is still done manually.	
3. Leadership	Has excellent interpersonal skills. always Inspires others to perform consistently at or above expectations. Creates strong teams that are empowered to solve problems and adapt rapidly to changing conditions. Staff are motivated. Demonstrates a clear method behind problem-solving and consistently articulates more than one potential solution. Has a strong track record for making sound decisions.	Effectively sets clear expectations and acts quickly when expectations are not met. Demonstrates willingness to tackle difficult situations. Facilitates productive communications with stakeholders. Demonstrates a clear method behind problem-solving. Has a good track record for making sound decisions.	Not effective at managing teams. Expectations are unclear. Staff are not motivated or empowered to solve problems on their own. There is high staff turnover. Decisions appear to be made haphazardly. Has a spotty track record for making sound decisions.	
4. Customer Responsiveness	Understands and effectively leverages the District's institutional knowledge. Anticipates District requests and needs. Demonstrates a mastery of District processes. Always responds to requests in a timely and professional manner. Demonstrates a dedication to continuous improvement.	Response times are uniformly satisfactory and professional. There is high confidence that commitments to the District will be honored. There is evidence of efforts at continuous improvement.	Is often slow to respond to District requests. Often must be reminded to follow through with commitments made to the District. There is little evidence of a commitment to continuous improvement.	
5. Cooperation and Responsiveness to Office of the Chief Auditor	Documents needed to conduct audits by the Office of the Chief Auditor or his/her designee or assigned audit firm are provided timely and within the timeframe requested by the auditors. Responsible personnel, including lead executives, are made available to meet and speak to the auditors during fieldwork and during formal meetings. Responses to audit findings are provided timely and address the root cause of issues noted. Audit responses are provided timely to the OCA or his/her designee. Audit findings are resolved ahead of scheduled due dates. No repeat findings are noted.	Documents needed to conduct audits by the Office of the Chief Auditor or his/her designee or assigned audit firm are provided timely and within the timeframe requested by the auditors. Responsible personnel, including lead executives, are made available to meet and speak to the auditors during fieldwork and during formal meetings. Responses to audit findings are provided timely and address the root cause of issues noted. Audit responses are provided timely to the OCA or his/her designee. Audit findings are resolved ahead of scheduled due date.	Documents needed to conduct audits by the Office of the Chief Auditor or his/her designee or assigned audit firm are not provided timely or incomplete and are not within the timeframe requested by the auditors. Responsible personnel, including lead executives, are not made available to meet and speak to the auditors during fieldwork and during formal meetings. Responses to audit findings are not provided timely and do not address the root cause of issues noted. Audit responses are not provided timely to the OCA or his/her designee. Repeat findings are noted.	
Comments:				

ATTACHMENT N – R.A.C.I. CHART

R. A. C. I. Chart	ORGANIZATIONAL CHART POSITIONS								
ACTIVITY	Program Manager Owner's Rep.	Cost & Program Controls Rep.	Executive Director OFC	Director Pre-Construction OFC	Director Construction OFC	Director Program Controls OFC	Pre-Construction Arch. M.E.P. & ADA OFC	Construction Project Managers OFC	Manager Database Administration OFC
2.0 Planning Phase Management									
2.10 Planning Phase Management	R	C	C	A	I	I	C	I	I
2.15 Project Kick-Off Meeting	R	C	C	A	I	I	C	I	I
2.20 Pre-Charter Meeting	R	C	C	A	I	I	C	I	I
3.0 Design Phase Management									
3.10 Design Phase Management	R	C	I	A	I	I	C	I	I
3.15 Scope Validation Process	R	C	I	A	I	I	C	I	I
3.16 Project Scope Revisions	R	C	I	A	I	I	C	I	I
3.18 Project Pre-Charter Meeting	R	C	I	A	I	I	C	I	I
3.20 Project Charter Meeting	R	C	I	A	I	I	C	I	I
3.30 Design Review Procedures	R	C	I	A	I	I	C	I	I
3.31 SMART Program – Media Center Improvements	R	C	I	A	I	I	C	I	I
3.32 STEM Lab Scope Development	R	C	I	A	I	I	C	I	I
3.40 Constructability Reviews (CMAR Delivery Only)	R	C	I	A	C	I	C	I	I
3.50 Value Engineering Procedure	R	C	I	A	C	I	C	I	I
3.60 Building Department Plan Review and Permitting	R	C	I	A	I	I	C	I	I
3.70 Release for Construction	R	C	I	A	C	I	C	I	I
4.0 Construction Phase Management Plan									
4.10 Construction Phase Management	R	C	I	I	A	C	I	C	I
4.15 Pre-Construction Conference	R	C	I	I	A	C	I	C	I
4.16 Direct Owner Purchase Program	R	C	I	I	A	C	I	C	I
4.17 ACBM / LBP Pre-Construction Material Surveys	R	C	I	I	A	C	I	C	I
4.18 CMAR Bid Buyout and GMP Approval	R	C	C	I	A	C	I	C	I
4.20 Construction Progress Meetings	R	C	I	I	A	C	I	C	I
4.25 Facilities Maintenance (FM) Work Orders General Use	R	C	C	I	A	C	I	C	I
4.26 Facilities Maintenance (FM) Work Orders Emergency Funding Request	R	C	I	I	A	C	I	C	I
4.27 Facilities Maintenance (FM) Work Orders Contractor Assist	R	C	C	I	A	C	I	C	I
4.28 Facilities Maintenance (FM) Work Orders Modification of a PPO	R	C	I	I	A	C	I	C	I
4.29 Contingency Use Directive	R	C	I	I	A	C	I	C	I
4.30 Construction Submittals	R	C	I	I	A	C	I	C	I
4.31 Allowance Expenditure Proposals	R	C	I	I	A	C	I	C	I

4.35 Request for Information (RFI)	R	C	I	I	A	C	I	C	I
4.36 Project Consultants Supplemental Instructions (PCSI/ASI)	R	C	I	I	A	C	I	C	I
4.40 Field Observation Reports	R	C	I	I	A	C	I	C	I
4.45 Inspections	R	C	I	I	A	C	I	C	I
4.46 Testing	R	C	I	I	A	C	I	C	I
4.50 Field Verification	R	C	I	I	A	C	I	C	I
4.55 Progress Photographs	R	C	I	I	A	C	I	C	I
4.65 Construction Record Drawings / Permit Set	R	C	I	I	A	C	I	C	I
4.70 Claims	R	C	I	I	A	C	I	C	I
5.0 Closeout / Warranty Phase Management									
5.10 Closeout / Warranty Phase Management	R	C	I	I	C	A	C	C	I
5.20 Final Acceptance and Completion	R	C	I	I	C	A	C	C	I
5.30 Warranty Period	R	C	I	I	C	A	C	C	I
5.40 Project Closeout	R	C	I	I	C	A	C	C	I
5.41 Project Financial Closeout	R	C	I	I	C	A	C	C	I
5.50 Architect/Engineer Performance Evaluations	R	C	I	I	C	A	C	C	I
5.60 Contractor Performance Evaluations	R	C	I	I	C	A	C	C	I
5.70 Performance Evaluation Data Transference – A/E's & CMAR's	R	C	I	I	C	A	C	C	I
5.75 Performance Evaluation Data Transference – General Contractor's	R	C	I	I	C	A	C	C	I
6.0 Program Controls									
6.10 Work Breakdown Structure	C	R	C	I	C	A	C	C	C
6.20 Schedule Systems and Management	C	R	C	I	C	A	C	C	C
6.30 Cost Control System and Management	C	R	C	I	C	A	C	C	C
6.40 Budget Modification Process	C	R	C	C	C	A	C	C	C
6.50 Cash Flow Forecast	C	R	C	I	I	A	C	C	C
7.0 Document Controls									
7.10 Contract Filing	R	C	I	I	C	A	C	C	C
7.20 Contract Correspondence	R	C	I	I	C	A	C	C	C
7.30 Design Drawing Management	R	C	I	I	C	A	C	C	C
7.40 Document Control Closeout and Record Turnover	R	C	I	I	C	A	C	C	C
8.0 Reporting / Meetings									
8.10 Program Reporting Overview (Bond Oversight Committee)	C	R	A	C	C	R	C	C	C
8.20 Program Progress Reports	C	R	A	C	C	R	C	C	C
8.30 Building Department Activity Report	C	R	A	C	C	R	C	C	C
8.60 Schedule Reports	C	R	A	C	C	R	C	C	C
9.0 Communication & Coordination									
9.10 Internal Communications Guidelines	C	C	A	C	C	I	C	C	C
9.20 External Communications	C	C	A	C	C	I	C	C	C

9.30 Community Outreach / Presentations	C	C	A	C	C	I	C	C	C
9.40 Jobsite Access and Media Inquiries	C	I	A	C	C	I	C	C	C
*10.0 Procurement									
10.20 Design Team Selection Process	R	I	I	A	C	C	I	C	I
10.25 Process to Obtain Authorization to Bid (ATP)	R	I	I	A	C	C	I	C	I
10.30 Construction Management at Risk (CMAR) Contracts	R	I	I	C	C	C	I	C	I
10.40 Construction Design/Bid/Build (Hard Bid) Contracts	R	I	C	C	A	C	I	C	I
10.60 School Choice Enhancement Projects	R	I	I	C	A	C	I	C	I
10.70 Continuing Contracts Professional Design Services	R	I	I	A	C	C	I	C	I
10.71 Continuing Contracts for CMAR Services Assignment Process	R	I	I	C	A	C	I	C	I
10.80 Construction Services Minor Projects (CSMP)	R	I	I	C	C	C	I	C	I
10.90 Playground and Shade Structure Projects	R	I	I	A	C	C	I	C	I
10.95 Supplier Diversity and Outreach Program Policy	R	I	C	A	C	C	I	C	I
11.0 Invoice Review									
11.10 Professional Services Invoice Review	R	I	C	A	C	C	I	C	I
11.20 Contractor Pay Application Review Process	R	I	C	I	A	C	I	C	I
12.0 Change Management									
12.10 Design Phase - Change Management	R	I	C	A	C	C	C	I	I
12.20 Construction Change Management	R	I	C	C	A	C	C	C	I
13.0 Quality Assurance									
13.10 Non-Conformance Reporting	R	C	C	C	C	A	C	C	C
14.0 Safety Plan									
14.10 Project Environmental, Health, and Safety Program	R	I	I	I	A	I	I	I	I
14.20 Employee Background Checks and Badging	R	I	I	I	A	I	I	I	I
14.30 Contractor Requirements	R	I	I	I	A	I	I	I	I
14.40 Emergency Response and Communications Guideline	R	I	C	I	A	I	I	I	I
15.0 Commissioning Plan									
15.10 Commissioning Plan	R	I	I	A	C	I	C	C	I
R = Responsible (also Recommender) Those who do the work to complete the task.[6] There is at least one role with a participation type of responsible, although others can be delegated to assist in the work required (see also RASCI below for separately identifying those who participate in a		C = Consulted (sometimes Consultant or counsel) Those whose opinions are sought, typically subject matter experts; and with whom there is two-way communication							
A = Accountable (also Approver or final approving authority) The one ultimately answerable for the correct and thorough completion of the deliverable or task, the one who ensures the prerequisites of the task are met and who delegates the work to those responsible.[6] In other words, an accountable must sign off (approve) work that responsible provides. There must be only one		I = Informed (also Informed) Those who are kept up-to-date on progress, often only on completion of the task or deliverable; and with whom there is just one-way communication							

ATTACHMENT O – PMOR DELIVERABLES

Scope of Services: Related Deliverables for Program Manager – Owner’s Representative

The following is a general summary of PMOR Deliverables and is not intended to be an all-inclusive list of the requirements for the Agreement, between the Owner and the PMOR.

A. Schedule Controls per (Program & Project) - Monthly

1. Planning, Design, Procurement, Construction & Close-out
 - a. Develop Baseline Schedule (Project/Program)
 - b. Maintain Monthly Schedule Updates (Project/Program)
 - c. Variance analysis (Schedule / Budget) slippage

B. Project Charter per Project – At Project Inception

1. Project Charter (Stakeholder & Sponsor approvals) Per Project
 - a. Assumptions
 - b. Risks & reasons for Project milestones

C. Budgeting & Cost Control Process per Project

1. Project Funds Allocation (PFA Project Budget set at project inception by CPCM; PMOR works closely with CPCM to make changes at all project milestones)
2. Evaluation of Pay Req. (Consultants & Contractor) (Monthly)
3. Prompt Notice of Budget over-run (immediately upon identification)
4. Project Charter as Baseline (at project inception)
5. **Charter** - Metric for Program Evaluation (at project inception)
6. Earned Value Project Management (Monthly)

D. Change Management per Program/Project –Monthly

1. Report & Monitor impact of Changes (Integration Management)
(Quality, Scope, Schedule & Budget)

E. Knowledge Management/Continuous Improvement at Program & Project Level - Quarterly

1. Collect and codify processes and practices as a function of continuous improvement efforts; review quarterly and incorporate current industry best practices and lessons learned into SOPs
 - a. Industry Best practices
 - b. Lessons learned (**Log**)

F. Program/Project Management Methodology Plan – Initiation Phase

1. Methodology Plan
 - a. Conception /Planning Management Plan
 - b. Definition / Design Management Plan
 - c. Procurement Management Plan
 - d. Execution / Construction Management Plan
 - e. Risk Management Plan
 - f. Close-out Management Plan

G. Staffing / Responsibility Matrix – Initiation Phase and Quarterly

1. Responsible, Accountable, Consult, Inform (R. A. C. I.) Matrix
 - a. During the initiation phase, provide a 12-month staffing plan that correlates with the projected status of individual projects and the overall program over the 12-month period.

- b. On a quarterly basis, provide a 12-month staffing plan that evaluates each team according to the projected status of individual projects and the overall program over the 12-month period.

H. Procurement Management – Initiation Phase and Major Milestones

2. Vendor evaluation procedure
 - a. Develop procedure at initiation phase; ensure evaluations are completed at major milestones
3. Procurement delivery method matrix
 - a. Develop matrix at initiation phase; review and modify as necessary

I. Performance Evaluation at Program & Project Level – Monthly

These project and program measures of performance will both be included in the monthly executive summary of program performance completed by the PMOR. Project-level performance measures will be summarized at the program level, with emphasis placed on specific projects significantly contributing to overall performance outcomes.

1. Monthly Executive Summary of Program performance
 - a. Schedule adherence
 - b. Budget vs Cost
 - c. RFI Rates (Logs)
 - d. Change Order Rates
 - e. Vendor performance at Milestones
 - f. Stakeholder satisfaction
 - g. Project Quality Adherence
2. Monthly Executive Summary of Project Specific Performance
 - a. Contractor's Progress Payments/ Monthly
 - b. Responses to RFI's
 - c. Field & Change Order root causes
 - d. Quality deficiency & Building Dept. inspection reports
 - e. Safety incidents
 - f. Claims
 - g. (EDDC) compliance
 - h. M/WBE compliance
 - i. Material Testing Results

J. Mobilization Plan – Initiation Phase (within 10 Days after receiving written NTP)

1. As specified in 6.3.2, the PMOR is to provide the OCP management team with a timeline indicating key activities at 30, 60, and 90 days.

K. Review of the District's Design and Materials Standards and Design Criteria – Initiation Phase (within 90 Days after receiving written NTP)

1. As specified in 6.3.6, the PMOR shall provide the OCP with a written review of the District's Design and Material Standards and Design Criteria no later than 90 days after receiving the written Notice to Proceed (NTP).

ATTACHMENT P – PROJECT LIST

Project ID	Project Name	TOTAL PROJECTED BUDGET	Current Phase (AUG 2020)	Phase Percent Complete August 2020
P.002110	Apollo MS SMART Program Renovations	\$ 6,800,000	3-Design/Permit	96%
P.000415	Atlantic Technical HS & Technical College SMART Renovations	\$ 12,085,200	3-Design/Permit	94%
P.001796	Atlantic West ES SMART Program Renovations	\$ 4,584,430	3-Design/Permit	97%
P.002085	Bennett ES SMART Program Renovations	\$ 3,600,000	3-Design/Permit	88%
P.001818	Charles Drew ES SMART Program Renovations	\$ 5,328,157	3-Design/Permit	97%
P.001848	Charles Drew FRC SMART Program Renovations	\$ 3,278,000	3-Design/Permit	96%
P.001753	Coconut Creek HS SMART Program Renovations	\$ 5,506,560	3-Design/Permit	95%
P.002133	Cooper City HS SMART Program Renovations (CMAR)	\$ 11,622,150	3-Design/Permit	92%
P.001979	Coral Springs MS SMART Program Renovations	\$ 17,500,000	3-Design/Permit	95%
P.001982	Coral Springs PK8 Phase 2 SMART Program Renovations	\$ 5,092,508	3-Design/Permit	96%
P.002063	Country Hills ES SMART Program Renovations	\$ 6,820,092	3-Design/Permit	98%
P.001676	Cresthaven ES SMART Program Renovations (CMAR)	\$ 5,961,766	3-Design/Permit	15%
P.000816	Crystal Lake MS SMART Program Renovations	\$ 2,861,472	3-Design/Permit	98%
P.002061	Dania ES SMART Program Renovations	\$ 3,377,700	3-Design/Permit	55%
P.002134	Deerfield Beach HS Phase 2 SMART Program Renovations (CMAR)	\$ 5,281,200	3-Design/Permit	5%
P.002142	Deerfield Beach MS SMART Program Renovations (CMAR)	\$ 10,000,000	3-Design/Permit	99%
P.002064	Driftwood ES SMART Program Renovations	\$ 3,557,628	3-Design/Permit	89%
P.001678	Forest Hills Fire Alarm	N/A	3-Design/Permit	50%
P.002115	Hallandale Magnet HS Phase 2 SMART Program Renovations	\$ 6,955,000	3-Design/Permit	97%
P.001845	Hollywood Hills ES SMART Program Renovations	\$ 5,000,000	3-Design/Permit	88%
P.001980	Indian Trace ES SMART Program Renovations	\$ 6,000,000	3-Design/Permit	85%
P.002059	James S. Hunt ES SMART Program Renovations	\$ 6,186,240	3-Design/Permit	96%
P.001801	Lauderhill 6-12 SMART Program Renovations	\$ 7,841,280	3-Design/Permit	96%
P.001824	Lloyd Estates ES SMART Program Renovations	\$ 3,431,963	3-Design/Permit	98%
P.002141	Lyons Creek MS SMART Program Renovations (CMAR)	\$ 6,000,000	3-Design/Permit	5%
P.001647-NCA	Margate ES Phase 2 SMART Program Renovations	Inc	3-Design/Permit	94%
P.001836	Margate MS SMART Program Renovations	\$ 11,054,080	3-Design/Permit	99%
P.000817	Marjory Stoneman Douglas HS SMART Program Renovations (CMAR)	\$ 14,697,184	3-Design/Permit	97%
P.002125	Mary M. Bethune ES SMART Program Renovations	\$ 4,253,850	3-Design/Permit	35%
P.001954	McArthur HS Phase 1 SMART Program Renovations (CMAR)	\$ 28,966,000	3-Design/Permit	95%
P.001954-NCA	McArthur HS Phase 2 SMART Program Renovations (CMAR)	Inc	3-Design/Permit	40%
P.002148	Monarch HS SMART Program Renovations (CMAR)	\$ 6,000,000	3-Design/Permit	5%

P.002143	New Renaissance MS SMART Program Renovations (CMAR)	\$ 6,500,000	3-Design/Permit	5%
P.001890	North Andrews Gardens ES SMART Program Renovations	\$ 5,696,195	3-Design/Permit	94%
P.002301	Northeast HS New Addition and Renovation to Building 12 (CMAR)	\$ 18,900,000	3-Design/Permit	95%
P.002149	Nova Blanche Forman ES SMART Program Renovations	\$ 3,169,542	3-Design/Permit	96%
P.002145	Nova Dwight D. Eisenhower ES SMART Program Renovations (CC-CMAR)	\$ 1,319,680	3-Design/Permit	95%
P.001970	Oriole ES SMART Program Renovations	\$ 7,082,743	3-Design/Permit	97%
P.002084	Palmview ES SMART Program Renovations	\$ 5,058,560	3-Design/Permit	95%
P.002062	Park Springs ES SMART Program Renovations	\$ 8,023,226	3-Design/Permit	94%
P.001807	Parkway MS SMART Program Renovations	\$ 6,500,000	3-Design/Permit	86%
P.002041	Peters ES SMART Program Renovations	\$ 6,461,446	3-Design/Permit	94%
P.001916	Plantation HS SMART Program Renovations (CMAR)	\$ 18,470,000	3-Design/Permit	92%
P.002091	Pompano Beach HS SMART Program Renovations	\$ 3,384,320	3-Design/Permit	91%
P.002039	Riverside ES SMART Program Renovations	\$ 2,025,000	3-Design/Permit	96%
P.002132	Sanders Park Elementary Magnet School SMART Program Renovations	\$ 6,761,385	3-Design/Permit	95%
P.002047	Seminole MS SMART Program Renovations	\$ 9,856,000	3-Design/Permit	94%
P.002060	Sheridan Technical College SMART Program Renovations (CMAR)	\$ 12,538,383	3-Design/Permit	96%
P.002128	Sheridan Technical HS SMART Program Renovations (CMAR)	\$ 2,794,500	3-Design/Permit	5%
P.002144	Silver Lakes MS SMART Program Renovations (CMAR)	\$ 2,902,500	3-Design/Permit	5%
P.002090	South Plantation HS SMART Program Renovations	\$ 5,628,160	3-Design/Permit	92%
P.002090-HVC	South Plantation HS SMART Program Renovations HVAC (CC-A)	N/A	3-Design/Permit	70%
P.002163	Stranahan HS Cafe/Kitchen SMART Program Renovations (CMAR)	\$ 6,675,000	3-Design/Permit	55%
P.002079	Sunshine ES SMART Program Renovations	\$ 2,304,000	3-Design/Permit	92%
P.002042	Tequesta Trace MS SMART Program Renovations	\$ 4,936,500	3-Design/Permit	75%
P.002010	Walter C. Young MS SMART Program Renovations (CMAR)	\$ 13,691,256	3-Design/Permit	97%
P.002114	Welleby ES SMART Program Renovations	\$ 4,415,688	3-Design/Permit	96%
P.001967	Western HS SMART Program Renovations	\$ 5,409,280	3-Design/Permit	25%
P.002089	Whispering Pines EC SMART Program Renovations (CC-CMAR)	\$ 4,063,448	3-Design/Permit	97%
P.001917	Wilton Manors ES SMART Program Renovations	\$ 4,910,756	3-Design/Permit	91%

ATTACHMENT Q – 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.



SEALED BID ENCLOSED

FROM: _____
(Vendor's Name)

TO:

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

ATTN: Luis Perez
RFP: FY21-138 – Cost & Program Controls Management Services

SEALED BID ENCLOSED

ATTACHMENT R – 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.

RFP Number: FY21-138 RFP Title: Program Manager – Cost and Program Controls Services

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

E-mail: _____

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

Comments:

Signature: _____ Date: _____

END OF RFP