

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
EE-7.

MEETING DATE	2018-10-02 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input checked="" type="radio"/> Yes <input type="radio"/> No

TITLE:
 Recommendation of \$500,000 or Greater - 19-080V - Technical Contract Staffing and Consulting Services

REQUESTED ACTION:
 Approve the recommendation to award the above Invitation to Bid (ITB). Contract Term: October 3, 2018 through October 2, 2020, 2 Years; User Department: Information & Technology; Award Amount: \$4,800,000; Awarded Vendor(s): 41; Small/Minority/Women Business Enterprise Vendor(s): 7
 See attached document for Continuation of Requested Action.

SUMMARY EXPLANATION AND BACKGROUND:
 The School Board of Broward County, Florida (SBBC), received 43 bids for ITB 19-080V. This Bid will allow SBBC to contract with temporary technical firms to provide services on an "as needed" basis. Required services include, but are not limited to, project management, system analysis, system design and computer programming, operations, Wide-Area Network assistance, and staff training services.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:
 The estimated financial impact will be \$4,800,000. The funding source will come from the departments' operational budgets throughout the District that will have a need to contract technical staffing services.

EXHIBITS: (List)
 (1) Continuation of Requested Action (2) Executive Summary (3) Recommendation Tabulation (4) Financial Analysis Worksheet

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Anthony Hunter	Phone: 754-321-0400
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title
 Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **OCT 02 2018**
 By: *Nora Roper*
 School Board Chair

Signature
Maurice Woods
9/20/2018, 2:32:02 PM



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

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Broward County, Florida

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Robert W. Runcie
Superintendent of Schools

September 06, 2018

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: 19-080V – Technical Contract Staffing and Consulting Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Technical Contract Staffing and Consulting Services**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, or via e-mail to mayra.tobar@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

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

- **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)**

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

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. **Please make sure that all required submittals have been included as part of your bid package.**

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to mayra.tobar@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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.

Ms. Mayra Tobar
Purchasing Agent II

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Easter Time (ET) at Procurement & Warehousing Services:

September 14, 2018

Check Addenda for any revised opening dates before submitting your bid. **Bid(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.

ITB No.:
19-080V

RELEASE DATE:
9/6/2018

PURCHASING AGENT:
Ms. Mayra Tobar
754-321-0554

BID TITLE:

TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES

SECTION 1 – Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

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

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, 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 Bidder 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. Bidder 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 bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

Bid Bond

Special Condition __

Descriptive Literature

Special Condition __

S/M/WBE Forms

Exhibit A1

Material Safety Data Sheets

Special Condition __

Manufacturers Authorization

Special Condition __

**Conflict of Interest Form
Attachment 1**

**Certificate of Debarment
General Condition 45**

References

Special Condition 12

Bidder's Preference Statement

Special Condition __

Bid Summary Sheet

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

- a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
- b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
- c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
- d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
- c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, 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, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if 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 SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes 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.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. 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 seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall 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. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **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 Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid 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. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid 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 within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **NON-DISCRIMINATION:** 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.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall 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 SBBC 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.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall 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 shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid 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, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **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 Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. 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.
32. **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 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.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **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 shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee 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.

35. **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 shall 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.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, 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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57, 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 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. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABLATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com **September 17, 2018 at 3:00 PM**, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB 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 ITB 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 SBBC 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 SBBC 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 SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor 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. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

37. (Continued):

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

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder 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 1.)

39. **PACKING SLIPS:** It shall 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 shall result in refusal of shipment at Awardee's expense.

40. **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 schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

b) 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 AWARDEE, 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.

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

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 bid 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.
45. **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 bid, 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.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** 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.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid 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 Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** Demandstar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from Demandstar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **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 shall be recorded on SBBC'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.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid 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 shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)**

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, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority and women business enterprises 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. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

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

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

As of July 1, 2015, 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 shall 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/seccl/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 shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

Awardees 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.

55. **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 shall 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).

56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **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 SBBC. These orders shall 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 Awardees 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

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

- a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
- b) All departments being advised not to do business with Awardee.

59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, 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 Awardee 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

60. **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 shall be made to SBBC for the contract award's termination.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (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.

Awardee agrees that it may create, receive from or on behalf of SBBC, 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 shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC 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 SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **TECHNICAL CONTRACT STAFFING AND CONSULTING SERVICES** as specified herein and to be used on an as-needed basis.

SBBC's primary objective for this Invitation to Bid (ITB) is to obtain qualified and competent Consultants acting as a firm or a free agent (individual). The scope of services set forth in this ITB represents an outline of the services which SBBC anticipates the Awardee(s) will perform. Awardee(s) shall fully comply with the workers' compensation law, and maintain insurance in force at all times during the terms of this contract.

Required services may include, but not be limited to, project management, system analysis, system design and computer programming, operations, Wide-Area Network technical assistance and SBBC staff training.

Requests for staff assignments may be limited to one day or may be on-going for an extended period of time. For consulting work, SBBC will create a scope of work each time they desire to solicit services pursuant to this ITB. The scope of work will be incorporated into a Purchase order which will be issued to the selected Awardee. When a project is completed, SBBC reserves the right, with forty-eight (48) hours notification, to either terminate the temporary contract staff member, herein referred to as "consultant" or issue a request to the Awardee(s) to reassign the consultant to another project. At no time shall the consultant be considered an SBBC employee. SBBC will not provide any employee benefits to Awardee(s) or consultant(s) during the term of the contract.

This ITB is NOT intended to enable purchases of IT hardware or commercial off-the-shelf (COTS) software outside of a larger IT Consulting Services solution and shall not be used by users to solicit these commodities.

Awardee(s) shall carefully pre-screen all personnel prior to referral to SBBC and assure that they possess all the required skills and abilities to perform the assigned tasks for the position. Awardee(s) will be informed of the specific duties or class title, length of assignment, and any specific skills or abilities required by the user location.

Awardee(s) shall carefully pre-screen Staff, including, but not limited to reference checking, drug testing, criminal background checking, and communication and technical skills level testing prior to referral to SBBC for interview, evaluation and determination of acceptance prior to assignment. All Awardee(s) shall adhere to federal, state and privacy protection laws when conducting background checks and provide the required waivers, authorizations, notices, disclosures and releases. SBBC shall not accept fingerprints and/or background checks from a third party other than Fieldprint, Inc. which is on contract with SBBC. (See General Condition 54).

All Awardees shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability. Awardee(s) must conform to the provisions of the Immigration Reform and Control Act of 1986 by verifying the employment eligibility of each person referred to SBBC.

TO BE SUBMITTED IN TIME FOR BID OPENING:

- a. **One (1) signed hard-copy of the ITB including the Bid Summary Sheet.**
- b. **One (1) identical electronic version of the bid, in PDF Format on a flash drive. (Please no CDs)**
- c. **Bid Summary Sheet, in an Excel (.xls) format on the flash drive.**

2. **TERM:** The award of this bid shall establish a contract **beginning September 26, 2018 and continuing through September 30, 2020.** Bids will not be considered for a shorter period of time. All hourly rates quoted must be firm throughout the contract period. Services will be ordered on an as-needed basis.

3. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm fixed hourly labor rates, for the purchase of estimated requirements for the items listed. The term of the bid shall be for two (2) years, and may, by mutual agreement between SBBC and the Awardee(s), be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. Awardee(s) shall be notified when the recommendation has been acted upon by the School Board. **All hourly labor rates shall be firm through the period stated in Special Condition 7 - Price Adjustments.** The Bidder(s) agrees to this condition by signing its bid.

4. **AWARD:** In order to meet the needs of the SBBC, bid shall be awarded **by item** to all responsive and responsible Bidder(s) meeting all specifications, terms and conditions of this bid, and offer a firm fixed hourly labor rate. These awarded vendors should then be in a favorable position to compete for SBBC's business, and those who offer lowest rates and comply with all specifications and terms should obtain the largest volume of business. Awarded vendors may offer SBBC, at any time during the period of the contract, a special educational discount from the prices offered in this ITB and invoice less than the cost per hour offered in their submitted bid. SBBC reserves the right to release new bid(s) for any new services requested.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 58 and 60.

5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Ms. Mayra Tobar, Procurement and Warehousing Services, by e-mail at mayra.tobar@browardschools.com**, who is authorized only to direct the attention of prospective Bidders to various portions of the bid, so they may read and interpret such for themselves. Neither **Ms. Tobar**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted on or before September 11, 2018.** No questions will be answered if received past this date. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

SBBC may, by written notice to all respondents, cancel, postpone or amend the Invitation to Bid (ITB) prior to the due date. If, in the opinion of SBBC, the revisions or amendments will require additional time for a response, the due date will be extended to all Bidders.

6. **QUANTITIES:** Services will be requested as needed throughout the contract period. The awardee(s) must provide to SBBC the quantity of Staff required **within 24 hours** of notification as stated on the Bid. Failure to comply with this requirement may cause awardee(s) to be in default of contract.

7. **PRICE ADJUSTMENTS:** **Hourly labor rates offered shall remain firm throughout the contract period.** If considering a renewal or extension of the contract, a request for hourly rate adjustment with proper written documentation, justifying the adjustment (s), shall be submitted, in writing, to the Procurement and Warehousing Services Department thirty (30) days prior to the expiration date of the contract. Any hourly rate adjustment, shall have written approval first from SBBC prior to invoicing. Requests for hourly rate adjustments shall not exceed the percentage of change in the Producer's Price Index (PPI) for **Management and Technical Consulting Services #5416**, from the date of award, or shall not exceed 3%, whichever is less. SBBC reserves the right to not renew any contract regardless of price considerations. Any hourly rate adjustment(s) invoiced without prior written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. SBBC reserves

the right to reject any hourly rate adjustment(s) and to cancel the renewal of this contract with an increase in prices and to rebid the services again.

8. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
9. **DELIVERY:** Bidder is to deliver the service requested within twenty-four (24) hours of notification as stated on the Bid Summary Sheet.
10. **ADDITIONAL SERVICES:** SBBC reserves the right to add staffing and consulting services not itemized on the Bid Summary Sheets during the term of the contract as it deems necessary. The cost of the additional staffing and consulting services will be based upon a mutual agreement between awardee(s) and SBBC at a rate comparable to fair market or industry standards.
11. **ADDITIONAL VENDORS:** During the term of the contract additional vendors may be added every six months to the existing list of awarded vendors. Bids will have to be submitted, evaluated, and approved under the same terms and conditions as the original ITB. Each vendor shall be responsible to verify their insurance certificates are updated and current and submitted to SBBC's Risk Management Department as stated in Attachment C of this ITB.
12. **BIDDER'S REFERENCES:** Bids will be considered only from bidders engaged in providing the services specified herein. Bidders must identify on Exhibit C of their proposal, one or more references from clients for whom bidder is presently providing the services specified in this ITB.
13. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided the Bid Summary Sheet, the name, address and telephone number of the representative who could make scheduled visits to the schools/departments and who will be available upon request to resolve billing and staffing problems.
14. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Awardee's employees, subcontractors, or agents performing work under this Contract shall be properly trained technicians who meet or exceed any specified job qualifications. Upon request, Awardee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of SBBC and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The SBBC may conduct, and the Awardee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Awardee. SBBC may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with SBBC's security or other requirements. Such approval shall not relieve the Awardee of its obligation to perform all work in compliance with the Contract. SBBC may reject and bar from any facility for cause any of the Awardee's employees, subcontractors, or agents.
15. **PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee.
16. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.

17. **MINIMUM ORDER:** Price or quantity restrictions stated by any Bidder shall not be considered for award. Any bid which stipulates minimum order by quantity, number of hours, or dollar amount **shall not be considered for award**. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items.
18. **INVOICES:** Time sheets are to be signed/approved by SBBC's Supervisor/Director/Principal or designee location at the end of each work day. Awardee(s) shall submit itemized invoices for payment directly to **The School Board of Broward County, Florida, Accounts Payable Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**.
- The invoice shall indicate, as a minimum, the full name of the temporary personnel, job position/description, the contracted hourly rate of pay, and the number of hours worked. Awardee(s) shall be responsible for all payroll withholding requirements and shall provide any and all benefits required by law to each temporary personnel. **There shall be no minimum hour requirements placed for a Service Order; SBBC shall only pay for the actual hours worked**. Temporary personnel shall remain the employee of the Awardee and shall not receive SBBC benefits.
19. **S/M/WBE UTILIZATION:** 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 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC purchasing contracts. An S/M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned, operated and controlled by minorities or women. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprises in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBEs participating on any award of this Bid.
20. **S/M/WBE UTILIZATION REPORTING:** In an effort to monitor the achievement of the S/M/WBE goal the Awardee(s) agrees to submit, a completed Monthly S/M/WBE Utilization Report form, attached hereto as Exhibit "A1" and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the S/M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each S/M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Subcontractor Utilization Report. The Awardee(s) understands that each S/M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.

Submission of Subcontractor Utilization Plan (if applicable)

Identify all S/M/WBE firms (if any) which will be utilized as Subcontractors in this Procurement. The respondent must provide proof that each firm to be utilized as a subcontractor is certified by SBBC as a business enterprise. Each S/M/WBE subcontractor shall be listed in the Subcontractor Utilization Plan (as defined below) and shall be submitted with the proposal. The listing of S/M/WBEs in the Subcontractor Utilization Plan attached with each proposal shall constitute the respondent'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.

The Subcontractor Utilization Plan shall consist of the following documentation, which must be attached to the qualifications statement:

1. Exhibit A1.2, S/M/WBE Subcontractor Participation Schedule, which must be signed by the Submitting Firm.
2. Exhibit A1.1, Statement of Intent to Perform as a S/M/WBE Subcontractor Form for each S/M/WBE firm, which must be signed by each Subcontractor that has been selected for the project.

If percentages vary between Exhibit A1.1 and A1.2, the percentages on Exhibit A1.1 will be used to determine participation. If Exhibit A1.2 is not signed by the subcontractor, participation attributed to the listed vendor will not be included even if they are listed on A1.1. If no percentage is listed, submitting firm will not receive points. If a percentage range is provided for a particular subcontractor on the Statement of Intent to Perform as a Certified Business Enterprise Subcontractor, the higher determined percentage in the range will be used to calculate participation and therefore, effectively, represents the prime's commitment to the contract goal.

Any participation by firms not certified by SBBC at the time of proposal submission will not count towards goal attainment. SDOP will evaluate, on a case by case basis, participation of firms certified by SBBC at the time of proposal submission, but whose certification expires prior to the evaluation of the qualification statement, to determine whether points may be allocated for the participation assigned to that firm. Bidders are strongly encouraged to contact the SBBC's Supplier Diversity Outreach Program Office at (754) 321-0550 well in advance of the date set for receipt of proposals to allow sufficient time for review and determination of eligibility and business enterprise certification.

21. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)**

S/M/WBE Participation: SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330.

SBBC has not set a participation goal for this solicitation, but S/M/WBE participation is strongly encouraged. Please note that there will be NO incentive for S/M/WBE participation.

If a Proposer intends to utilize S/M/WBE firms as a subcontractor on this contract, the S/M/WBE firms shall be certified by SBBC at the time of bid. At the time of the bid, the Proposer shall identify all S/M/WBE firms (if any) which will be utilized by using the S/M/WBE Subcontractor Participation Schedule and Statement of Intent to Perform as an S/M/WBE Subcontractor located in Exhibit A1. If the Proposer is S/M/WBE - Certified by SBBC, the Proposer should also be listed on the S/M/WBE Participation Schedule.

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

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

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22. **ITB TIMELINE:**

- | | |
|---|-----------|
| a. Release of ITB: | 9/6/2018 |
| b. Written Questions due on or before 3:00 p.m. ET
in Procurement & Warehouse Service Department: | 9/11/2018 |
| c. Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department:
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704 | 9/14/2018 |
| Posting of Recommendation: | 9/17/2018 |

SECTION 5 - SCOPE OF WORK

1. Awardee's Responsibilities

- (a) Deliverables - Awardee(s) shall recruit, screen, interview, and provide qualified Staff to perform work assignments within the scope specified in **ITB 19-080V** and as requested by SBBC through a Purchase Order. SBBC reserves the right to interview, evaluate and determine the acceptance of any candidates before starting any assignment.
- (b) Potential Projects - Awardee(s) will be required to provide technical systems and applications support;
- (c) Hardware and Software Technical Service Areas – Awardee(s) must have the capability to provide staff that has the experience to support one or more of the technical areas listed (See Section 9);
- (d) **Awardee(s) shall not provide work unless a valid Purchase Order issued by SBBC Procurement & Warehousing Department or another form of payment is provided prior to the start of work.**

2. Awardee acknowledges and agrees that

- (a) All hourly rates quoted are "all inclusive". No separate travel and expense will be submitted/approved.
- (b) Awardee(s) is/are solely responsible for all required training of Awardee's personnel under state, federal, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training and any other applicable laws;
- (c) Awardee(s) has/have, and during the term of this contract, shall maintain anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place;
- (d) Awardee(s) is/are solely responsible for the conduct and expense of all pre-employment screening and testing of Awardee's personnel, as may be required or allowed by law, including Form I-9 verification, criminal background checks, and related recordkeeping;
- (e) If, drug and alcohol screening is required for the Purchase Order based upon duties, it will conduct this screening with a licensed provider within the preceding thirty (30) days prior to the personnel placement;
- (f) Awardee(s) is/are solely responsible for performance management, discipline, and termination of their personnel;
- (g) Awardee(s) is/are an equal employment opportunity employer(s) and is/are in full compliance with any and all applicable anti-discrimination laws, rules and regulations. Awardee(s) agree not to harass, discriminate against or retaliate against any employee of the other because of his or her race, color, national origin or ancestry, age, sex, religion, disability, sexual orientation, gender identity or expression, or other category protected by law; nor shall either Party cause or request the other Party to engage in such discrimination, harassment, or retaliation.

It is the Awardee's responsibility to ensure that all personnel are in compliance with this section. In the event of any complaint of unlawful discrimination, harassment, or retaliation by any personnel, SBBC and Awardee(s) agree(s) to cooperate in the prompt investigation and resolution of such complaint;

- (h) Awardee(s) is/are responsible for ensuring compliance with all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law applicable to personnel;
- (i) Awardee(s) agree(s) that Awardee has sole responsibility for providing health coverage to its personnel under the Affordable Care Act (ACA) employer mandate regulations and will provide the necessary coverage to its personnel. Staffing Firm represents and warrants that it will comply with all laws, including the ACA, in doing so.
- (j) Awardee(s) shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all purchase orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. Awardee(s) is/are accountable to SBBC for the actions of its personnel.

3. **Awardee's Personnel Qualifications**

- (a) Awardee(s) represent(s) and warrant(s) that their personnel will have the qualifications specified by SBBC. If SBBC, in its sole discretion, finds any Awardee's personnel's qualifications lacking or is otherwise dissatisfied with personnel's performance, SBBC shall notify Awardee within twenty-four (24) hours of discovering the insufficiency. Awardee will immediately replace their personnel.

4. **SBBC Responsibilities**

- (a) SBBC shall inform Awardee(s) personnel of the work to be performed at the SBBC location;
- (b) SBBC will be responsible for its business operations, products, services and intellectual property;
- (c) Properly safeguard and control its premises, processes or systems, and shall not entrust Awardee(s) personnel with unattended premises, property or other valuables without Awardee(s) express prior written approval or as required by the job description;
- (d) Provide Awardee(s) personnel with a safe worksite, appropriate information, and direction;
- (e) SBBC shall not include Awardee(s) personnel in SBBC benefits plans or make any offer or promise to Awardee(s) personnel' compensation or benefits or change personnel' assignment duties without notifying the Awardee(s).

5. **Work Schedules**

Work schedules may include working extended hours and include weekends and public holidays. Schedule requirements for technical contract staffing will be determined by SBBC in accordance with operational needs. SBBC will not pay weekend or off-shift differentials. SBBC will pay straight-time.

SBBC will pay Awardee(s) the hourly rate submitted in their proposal. SBBC reserves the right to add, delete or make revisions to any hours scheduled. There is no guarantee as to the total hours required are implied. SBBC reserves the right to immediately release a staff member with or without cause, upon verbal and/or written notification to Awardee(s), if it is deemed in the best interest of SBBC.

6. **Purchase Orders**

- (a) SBBC shall order services by issuing a purchase order. Purchase orders, used in conjunction with a scope of work, shall establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments. Purchase orders may vary from a simple staff augmentation request to a significant project with complex deliverables. Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this ITB. In accepting a purchase order, the Awardee(s) recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the scope of work and deliverables and agrees to be fully accountable for the performance thereof. All work performed must meet the satisfaction of SBBC. The work shall be complete when SBBC provides their approval of the work performed. In addition, the Awardee(s) assumes full responsibility for the acts of all subcontractors.
- (b) SBBC is not obligated to issue any Purchase Order or any number of Purchase Orders under this contract. An award of this contract shall not be a guarantee of business, a guarantee of specified volume of service or minimum dollar revenue to be received on this contract.
- (c) Any and all Purchase Orders issued shall be subject to the terms and conditions of this contract. In the event of a conflict between a Purchase Order and this contract, this contract shall prevail.
- (d) Services shall not be provided under any Purchase Order executed after this contract has expired or been terminated or in excess of the Not to Exceed Amount of the Purchase Order.
- (e) Non-Exclusive Relationship. Awardee(s) acknowledges and agrees that its relationship with the SBBC is non-exclusive and SBBC may contract for the same or similar services to be provided under this contract with other providers or other governmental agencies' contracts. Neither the existence of this contract nor any obligations under this contract shall be construed as limiting SBBC's ability to contract with other providers of the same or similar services.

6. **Payment for Services**

- (a) Actual compensation for services rendered by Awardee(s) will be made at the contracted rate(s) set forth in the original submitted ITB and Purchase Orders, the total of which shall not exceed the amount of the Purchase Order. Services may also be paid with the SBBC Procurement Card, if needed.
- (b) Awardee(s) shall invoice The School Board of Broward County, Florida, Accounts Payable Department, 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301 or requesting SBBC location directly for current services rendered under this contract. Invoices shall indicate the full name of Awardee's personnel, the contracted hourly rate of pay for each assignment, actual hours worked, and job title provided.
- (c) SBBC will pay invoices within the contracted terms. Invoices will be accompanied by Awardee's personnel timesheets. Awardee(s) is/are responsible for providing daily timesheets to Awardee's personnel and SBBC location is responsible for approving Awardee's personnel timesheets on a daily basis.
- (d) Awardee(s) acknowledges and agrees that it is solely responsible for ensuring all hours worked by Awardee's personnel are paid at the legally required rate and assumes all liability for any non-payment of wages.

SECTION 6, BID SPECIFICATIONS

- 1) Employee hourly wage is to include Workers Compensation, General Liability, State and Federal Unemployment Tax, Social Security and Federal Withholding Tax. Awardee(s) is/are to file all Federal and State Forms (W4, 19, quarterly and yearly reports). Any health insurance and/or benefit packages available to the employees are the sole responsibility of the awardee(s).
- 2) Awardee(s) shall inform personnel that temporary work employment does not constitute permanent employment with the district. However, in the event an employee of an awarded agency is offered a permanent position with the School District of Broward County, the Awardee(s) agree to release the personnel and no placement fees will be incurred by the District.
- 3) Non-union awardee(s) agrees not to interrupt the progress of a project by providing personnel that do not participate in strikes or walkouts.
- 4) The knowledge, skills and abilities identified in each item listed in Section 8, Job Specifications, represent those skills, abilities and knowledge needed to perform the duties assigned by various personnel.
- 5) Personnel will refrain from fraternization with all School Board staff and students. Personnel shall not have direct or indirect contact with students – any violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from SBBC. Personnel must behave in a professional manner at all times and will be held to the same standards of conduct (as defined in SBBC Policies) as SBBC employees while conducting business with the district. A no smoking policy exists in all School Board buildings.
- 6) REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY
Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision as stated in this document.
"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver or any such weapon; any destructive; or any machine gun. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 7) Personnel will dress appropriately when working at school buildings. Personnel must not wear any clothing that could be considered offensive. Personnel shall wear plain shirts with sleeves. Personnel shall not wear cut-off shorts or tank tops.
- 8) Personnel shall represent the district in a positive and professional manner. Personnel must be able to read, write, speak, and understand English.
- 9) Awardee(s) is/are to supply skilled personnel, who provide quality workmanship in all areas. Awardee(s) personnel is/are to provide own transportation (with required insurance) to work sites throughout Broward County.
- 10) SBBC reserves the right of refusal by not accepting Personnel offered by awardee(s). Personnel not acceptable may be released back to awardee(s) at any time it is deemed appropriate by SBBC.
- 11) Awardee(s) will be required to supply SBBC's copies of employee's qualifications upon request prior to supplying employee to job site.

SECTION 7, BID SUMMARY SHEET

BID SUMMARY SHEET: Vendor **MUST** fill out the attached "Bid Summary Sheet" electronically with the corresponding hourly labor rate as stated (All bid tabs as necessary). **No handwritten** bid summary sheets will be accepted.

COMPANY REPRESENTATIVE: Vendor **MUST** fill out the attached "Bid Summary Sheet" with the contact information (First tab).

SECTION 8, JOB SPECIFICATIONS

1. Programmer/Analyst (Entry Level)	Less than two (2) years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops. Maintain documentation in compliance with Information and Technology (I&T) standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.
2. Programmer/Analyst I	Minimum of two (2) years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops. Maintain documentation in compliance with Information and Technology (I&T) standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.
3. Programmer/Analyst II	Minimum of four (4) years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions. Maintain documentation in compliance with Information & Technology (I&T) standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.
4. Programmer/Analyst III	Minimum of eight (8) years' experience with writing application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, software conversions; environments include, but are not limited to: application servers, mainframe, mid-range, personal computers, laptops; available to assist and/or lead in the design of program specifications and the implementation of software solutions. Maintain documentation in compliance with Information & Technology (I&T) standards and demonstrate proficiencies in creating report programs. Develop new programs or help maintain existing programs.

<p>5. Specialist II</p>	<p>Minimum of four (4) years' experience in a particular technical and/or business application that is beyond the requirements addressed in the Programmer/Analyst II Job Classification/Title as listed above. Technologies include but are not limited to Remedy, O365, Skype, Cisco UC, SCCM, and MS Cloud Applications. Examples of Specialists include, but are not limited to:</p> <ul style="list-style-type: none"> a. Certified Instructor b. Certified Network Engineer (CNE) c. Certified Systems Administrator d. Data Administrator e. IBM WebSphere f. Microsoft Certified Systems Engineer (MCSE) g. Microsoft Solutions Developer (MSD) h. Network Administrator i. PC Computer Designer j. Systems Administrator k. Web Master
<p>6. Specialist III</p>	<p>Minimum of eight (8) years' experience as a Specialist II as noted above.</p>
<p>7. DB/2 Database Administrator</p>	<p>Minimum of five (5) years' experience in database design and development including generating new databases from physical design specifications. The ability to identify improvements to existing databases by determining user's information, system performance and functional requirements. Experience in database administrator tasks including database performance, tuning, migration and performing or checking database sizing results. Maintain data dictionaries, coordinate and implement changes to the database. Develop and coordinate database backup and recovery procedures.</p>
<p>8. Business Warehouse Administrator</p>	<p>Minimum of seven (7) years' experience with the SAP Business Warehouse (BW) / Business Intelligence (BI) tools and initiate the extraction, transformation and loading of data. Must be able to customize the system and develop new objects and reports based on the needs of SBBC. Experience in providing authorizations necessary for retrieving, executing and saving reports and the use of hierarchies and workbooks.</p>
<p>9. SQL Database Administrator</p>	<p>Minimum of five (5) years' experience as a database administrator. Administrator will be responsible for providing day-to-day support and maintenance for key MS SQL and/or Azure SQL databases and services of enterprise application platform. Strong experience supporting mission critical relational databases. Considerable experience and knowledge of currently supported versions of MS SQL and "best practices". Exceptional troubleshooting and analytical problem-solving skills. Good understanding of Transact-SQ (T-SQL), SQL, SQL Profiler, Log Shipping and Replication. Experience with Microsoft Clustering technologies a plus. Transact-SQL (T-SQL) and stored procedure coding skills a plus. The ability to prototype reports created by the user into working reports in SQL Reporting Services.</p>

<p>10. UNIX/AIX Systems Administrator</p>	<p>Minimum of five (5) years' experience as an UNIX/AIX Systems Administrator. In-depth knowledge of AIX 5.3 operating systems; working experience with NIM installation process; working experience with AIX patch updates from IBM; experience with AIX 5.3 dynamic LPARing and virtualization. Experience with HMC and VI/O technologies. Understanding of disk storage management concepts (volume groups, logical volumes and file systems). Experience creating RPM packages. Strong communications and project management skills. Must be a self-starter, capable of working independently and within a team with minimum supervision. General knowledge of infrastructure technologies (Servers x86, Storage and Network). TIM/TAM, LDAP, TSM, WebSphere, DB2 knowledge preferred. Ability to work with the software vendors to resolve integration issues. Provide third (3rd) level support AIX OS loads, including research and tracking of support issues.</p>
<p>11. Senior .NET Developer</p>	<p>Minimum of four (4) years' experience as a skilled and experienced ASP.NET/VB.NET developer with a strong background in building scalable, predictable, high-quality and high-performance web applications on the Microsoft technology stack. The Senior Developer will be responsible for building and maintaining internal and external facing web applications and will work with a team of experienced analysts, developers and business resources to build highly performing enterprise systems that improve outcomes and increase staff productivity and district performance. The Senior Developer will build new systems with .NET 4.0 / ASP.NET / VB.NET / SQL Server 2008 / WCF Web Services / WCF Data Services; develop new functionality on existing software products; lead/mentor developers and share knowledge through knowledge-sharing presentations; participate in small, experienced, energetic teams on rapid, agile development schedules.</p>
<p>12. Linux System Administrator</p>	<p>Minimum four (4) years' experience as a skilled and experienced Linux System administrator with engineering experience DNS fundamentals, BIND Network fundamentals, including diagnostics with Unix tools RedHat Linux ES 3, 4, and 5. Working knowledge of complex web hosting configuration components, including firewalls, load balancers, web and database servers. Well versed in Apache web server, PHP, MySQL, VMWare – ability to deploy, support, and diagnose real issues for a production environment.</p>
<p>13. PHP Web Developer</p>	<p>Minimum of four (4) years' experience as a skilled and experienced individual capable of starting and completing projects on a scheduled basis, inclined to maintain highest standard of quality, self-disciplined enough to adhere to PHP coding conventions and standards, and work with other team members located across geographies and time zones. Proficient in PHP, JavaScript HTML and MySQL; Hands-on any PHP based framework/CMS like CakePHP or Joomla; Have Object Oriented Programming Skills (PHP5); Must write efficient code with documentation; Can read code written by others; Has experience in debugging code.</p>

<p>14. Business Analyst I</p>	<p>Minimum of two (2) years' experience in generating system documentation (system flow charts, instructional manuals, logic diagrams, etc.); coordinate the activities (maintenance and development) within an application area, (e.g., Finance), analyze and document user requirements; perform feasibility studies; design new systems and develop program specifications to accomplish the design; prepare quality assurance and user acceptance test scripts, prepare organizational change management, prepare implementation plan for all new systems and coordinate the implementation effort; design and implement enhancements to existing systems; communicate with operational staff in analyzing user problems; assist in hardware/software evaluation. Apply system development methodology techniques to all new applications; assign work to Programmer/Analysts instruct Programmer/Analysts in data processing techniques; review and approve the work of Programmer/Analysts; participate, successfully, in the training programs offered to increase the individual's skill and proficiency related to the assignments; review current developments, literature and technical sources related to job responsibility.</p>
<p>15. Business Analyst II</p>	<p>Minimum of four (4) years' experience as a Business Analyst. See description of responsibilities for Business Analyst I.</p>
<p>16. Business Analyst III</p>	<p>Minimum of eight (8) years' experience as a Business Analyst. See description of responsibilities for Business Analyst I.</p>
<p>17. Systems Engineer</p>	<p>Minimum of five (5) years' experience which will work to, troubleshoot, design, implement, document, and maintain physical and virtual server infrastructure for directory services, database, file storage and sharing, and print services that meet evolving business needs. Design and implement automated processes that enhance the efficiency of core district services. Optimize / manage all systems infrastructure (physical hardware and the monitoring thereof, backups, storage, antivirus, etc.) Set and provide documentation for standards on Infrastructure solutions.</p>
<p>18. Sr. Systems Engineer</p>	<p>Minimum of seven (7) years' experience, which will work to provide an architectural framework for information system development, maintenance, and enhancement efforts. Work closely with developers and engineers to develop road maps for applications, align development plans, and to ensure effective integration among information systems and the IT infrastructure. Other duties include troubleshoot, design, implement, document, and maintain physical and virtual server infrastructure for directory services, database, file storage and sharing, and print services that meet evolving business needs. Design and implement automated processes that enhance the efficiency of core district services. Optimize / manage all systems infrastructure (physical hardware and the monitoring thereof, backups, storage, antivirus, etc.) Set and provide documentation for standards on Infrastructure solutions.</p>

<p>19. Budget Analyst IV</p>	<p>Minimum of five (5) years' experience assisting in the projection, planning and preparation of budgeting concepts for the annual district budget; study of federal laws, state statutes, administrative rules, labor contracts, School Board policies, Governmental Accounting, Auditing, and Financial Reporting (GAAFR), and accreditation standards of SACS for all cost centers; review and consolidate annual budget submissions for School Board presentations; prepare budget amendments for cost centers including summaries for Board agenda items; maintain analysis on estimated revenue, appropriations and fund balances for the general fund, debt service and special revenue funds; assist in the generation of FTE reports in conjunction with the Florida Education Finance Program (FEFP); analyze cost center revenue and expenditure accounts as required; prepare computer input entries and maintain budget status reports; compute and evaluate impact of the salary differential on individual cost centers and overall fund balances; determine the disbursement of state categorical funding to individual cost centers; participate in conducting in-service workshops on budgeting processes; monitor actual expenditures vs budget allocations in order to help prevent deficit balances; develop new budgetary reporting systems.</p>
<p>20. Tele-Communications Analyst IV</p>	<p>Minimum of five (5) years' experience establishing uniform telephone wiring and cable policies and procedures; maintaining telecommunications equipment and facilities inventories; perform telephone moves and changes using software tools where possible and provide oversight of physical moves and changes; diagnose and resolve telecommunications equipment problems; negotiate third party vendor contracts to provide telecommunications services as may be required to operate and maintain the telecommunications systems supporting SBBC; manage third party vendor contracts as they pertain to the telecommunications system supporting SBBC system; provide economic analysis of telecommunications facilities and services within the sphere of the job to ensure the most cost effective telecommunications solutions are utilized; provide specialized advise to the Director, Technical Support Services on technical matters affecting the telecommunications environment of SBBC; review of new construction to ensure the proper provisioning of communication wiring and cable facilities to support voice and data requirements; and perform other duties as assigned.</p>
<p>21. Technician I</p>	<p>Minimum of two (2) years' experience in the field of technology support and troubleshooting of end-user desktop, laptop or server issues. (Entry Level)</p>
<p>22. Technician II</p>	<p>Minimum of four (4) years' experience in the field of technology support and troubleshooting of end-user desktop, laptop or server issues.</p>
<p>23. Digital Media Developer</p>	<p>Design and develop digital media to be used for promotional, marketing or instructional purposes, including video production, video tutorials, podcasts, vodcasts and presentations. Demonstrate advanced to expert knowledge and experience with a video editor (Final Cut Pro, Avid, or Adobe Premiere), image editor (Adobe Photoshop or Adobe Illustrator), and presentation software (PowerPoint, Flash, Keynote) in addition to current and emerging technologies. Knowledge of the video production development process as well as layout and design principals and good writing skills are required.</p>
<p>24. Interactive Web-Based Training Developer</p>	<p>Design and develop interactive instruction to be delivered via the internet or SBBC's intranet. Demonstrate advanced knowledge of SBBC's online course development platform, web-editing software, image-editing software and current or emerging related technologies. Knowledge of instructional design, specifically as it applies to web-based delivery in addition to design principals and good writing and communication skills are required.</p>

<p>25. Interactive Web-Based Trainer</p>	<p>Deliver interactive instruction via the internet or SBBC's intranet. Demonstrate knowledge of SBBC's online course development platform and current or emerging related technologies and trends including, but not limited to, video conferencing, webcasting and podcasting. Experience in training adult learners, good writing and communication skills, advanced internet skills and the ability to work independently is required.</p>
<p>26. Online Course Developer</p>	<p>Develop online courses specific to the needs of SBBC, including, but not limited to, needs assessments, activities geared to adult learning styles, online learning strategies to promote interaction, participation and collaboration, curriculum development, instructional materials and activities, reinforcement and feedback and evaluation. The Online Course Developer will design courses for delivery to SBBC personnel and other stakeholders. Knowledge of the current SBBC standard online course management system(s) is required. Review of literature and technical sources of information on current and future trends in online course development is required.</p>
<p>27. Training Program Developer</p>	<p>This is defined by SBBC as a person skilled and experienced in technology training program design principals, including, but not limited to, needs assessments, adult learning styles, curriculum development, instructional materials and activities, reinforcement and feedback, and evaluation (process and impact). The Training Program Developer will design technology-training programs for delivery to SBBC personnel. Training programs developed would be used in both hands-on instructional and online environments. All training materials must be delivered in electronic format.</p>
<p>28. Training Program Deliverer</p>	<p>This is defined by SBBC as a person skilled and experienced in delivering technology training (operations, applications and instructional integration) to adults. Deliverers should demonstrate knowledge to content, adult learning styles, learning strategies and feedback/reinforcement techniques. The Training Program Deliverer will conduct technology related training for SBBC personnel. Technology related training might be scheduled at school sites, centrally located technology labs, using wireless mobile technologies or at out-sourced locations.</p>
<p>29. Training Program Evaluator</p>	<p>This is defined by SBBC as a person skilled and experienced in the evaluation of technology training, including, but not limited to, evaluation of content, trainers, participants reactions (process evaluation) location or environment, cost- effectiveness, and impact on work performance. The Training Program Evaluator will conduct evaluations (level 1-4) of SBBC technology related training, ranging from SBBC district-wide program evaluations to individual training sessions.</p>
<p>30. Computer Operator (Operations Center)</p>	<p>Run programs that will monitor and test all data center and equipment and associated applications; employ problem determination techniques to address problem situations; respond to system messages and taking appropriate action as necessary; report and document any processing anomalies; review the central online system/CPU error logs to identify potential problems and taking corrective action as needed; extract information from the online and manual logs to produce statistical reports; perform user ID administration and user security; schedule system maintenance and installs of both hardware and software and system resets and shutdowns; resolve user system connectivity and user ID related problems; performs backups and restores associated with normal daily backups; ensure adherence to good safety procedures; perform other duties as assigned by Director.</p>

<p>31. Web Applications Developer</p>	<p>Design and develop new applications or enhance existing applications. Formulate solutions for problems using web development tools and procedures. Advanced to expert level of knowledge and experience with at least three of the following: .NET, C++, Java Programming, JavaScript, JSP, SQL, ASP, PHP, Perl, CGI, ColdFusion, ActiveX, Notes Domino, Pro Gen Web Smart, HTML, DHTML, and/or XML, XHTML, Document Type Definitions (DTDs), CSS, Application and session objects, Cookies, JavaScript, DHTML and DOM. Ability to design and code functions for reusability. Knowledge of the web design process, design principles, accessibility guidelines, and browser/platform compatibility issues to current and emerging related technologies and trend is required.</p>
<p>32. Web Designer</p>	<p>Plan, design, author, test, publish and update website. Working knowledge of HTML, JavaScript, SQL, PHP or ASP, CSS, Dreamweaver, Flash and Photoshop is strongly recommended. Knowledge of the web design process, design principles and accessibility guidelines in addition to current and emerging related technologies and trends.</p>
<p>33. SAP Configuration Analyst</p>	<p>Ability to configure SAP modules in the areas required by SBBC's specific data requirements and business processes. Requires a broad understanding of all modules related to the task given and their interdependency upon one another. Must be able to utilize SAP's underlying development structure (use of rules, user exists, customer objects, etc.) in customizing (not modifying) the system where necessary. Must be able to document for SBBC all changes and enhancements made to the system.</p>
<p>34. SAP BASIS Administrator</p>	<p>Ability to maintain SAP in various application server environments. Must be able to perform client copies, apply LCPs and hot packs, schedule and coordinate backups, communicate with SAP to resolve system level problems, performance tuning, load balancing, perform software upgrades, transports, and setup and maintain print queues and CCMS to perform daily maintenance functions.</p>
<p>35. SAP Security Administrator</p>	<p>Must understand and be conversant with SAP profile generator and structural authorizations. Must be able to maintain activity groups using profile generator and transport activity groups. Be able to troubleshoot and diagnose security problems. Maintain and update help desk and end user documentation related to security procedures. Apply changes to the security structure required by system upgrades, LCPs and hot packs.</p>
<p>36. SAP Workflow Coordinator</p>	<p>Must be able to build and maintain SAP workflows that mirror SBBC's business processes. Must be able to diagnose and correct workflow problems. Be able to create and maintain documentation related to building and maintaining workflows. Must be able to interface with SAP to resolve problems that cannot be resolved locally.</p>
<p>37. SAP Employee Self-Service Administrator</p>	<p>Must be able to build and maintain SAP Employee Self-Service (ESS) that mirrors SBBC's business processes. Must be able to diagnose and correct ESS problems. Must be able to interface with SAP to resolve problems that cannot be resolved locally. Must be able to maintain ESS software during upgrades and applications of hot packs and LCPs. Must be conversant in ABAP/4 and able to write and maintain underlying ABAP/4 code.</p>

38. SAP Project Manager	Minimum eight (8) years' experience in overseeing medium to large scaled ERP projects comprised of sub-projects and distinct deliverables; typically coordinates and delegates the assignments for the consultant project staff numbering over twenty (20); focal point of contact for issuing entity regarding project status, meetings, reporting requirements, scope changes and financial, administrative and technical issues and concerns raised by consultant staff or issuing entity. SAP Project Manager must have experience in SAP implementation and should have their PMP certification.
39. iXOS Administration Coordinator	Must be able to build and create logical and physical archives. Maintain backups of the archiving data and operating systems. Must be familiar with the systems and procedures required to image current and archived documents. Maintain documentation related to archiving documents. Be able to coordinate and upgrade hardware and software for upgrades and error corrections.
40. Project Manager (Entry Level)	Less than two (2) years' experience in overseeing small-scaled, non-complex projects, comprised of a small number of deliverables and/or small number of phases; typically coordinates and delegates the assignments for the consultant project staff numbering up to 5; focal point of contact for issuing entity regarding project status, meetings, reporting requirements, scope changes, and issues and concerns raised by consultant staff or issuing entity.
41. Project Manager I	Minimum of two (2) years' experience as a Project Manager (Entry Level) replacing staff of 5 with staff of 10
42. Project Manager II	Minimum of four (4) years' experience as a Project Manager I. Ability to lead projects under the direction of the Director; work with users to coordinate and prioritize projects (maintenance and development).
43. Project Manager III	Minimum of eight (8) years' experience as a Project Manager II replacing staff of 10 with staff of 20.
44. Technical Consultant I	Minimum two (2) years' experience with a specified software application or area of technical expertise that can include, but is not limited to, the following activities: <ul style="list-style-type: none"> • System configuration (for specified software applications) • Business and data requirements gathering/analysis • Development of project plans and system specifications • Vendor analysis and software selection • Development of program change management structure • Operational change management implementation • Functional application testing • System testing and training • Risk management analysis • Business process and control design and integration
45. Technical Consultant II	Minimum four (4) years' experience as a Technical Consultant I
46. Technical Consultant III	Minimum eight (8) years' experience as a Technical Consultant I

<p>47. Network Architect</p>	<p>Minimum of ten (10) years' experience - Proven and demonstrated advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Maintain and improve technical infrastructure based on requirements of research and development personnel • Perform network systems design in web centric data center • Evaluate new technologies, analyze, and explain cost • Act as a primary contact for troubleshooting problems and developing innovative solutions
<p>48. Network Security Engineer</p>	<p>Minimum of eight (8) years' experience - Proven and demonstrated advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Monitor and log security concerns and incidents, and generate reports and track performance • Maintain physical and code environment to protect servers, switches, and entire information technology (IT) system while balancing overall load • Maintain firewall, virtual private network, web and email security programs, protocols, and security
<p>49. Senior Network Engineer</p>	<p>Minimum of eight (8) years' experience - Proven and demonstrated advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Providing tier four (4) support and network disaster recovery expertise • Test and document system behavior, performance, and security • Plan, design, and troubleshoot local and wide area network infrastructure, including routers, firewalls, switches, gateways, DNS servers, DHCP servers, clustering solutions, and related hardware, software, and services
<p>50. Network Engineer</p>	<p>Minimum of four (4) years' experience - Proven and demonstrated advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Providing tier four (4) support and network disaster recovery expertise • Test and document system behavior, performance, and security • Plan, design, and troubleshoot local and wide area network infrastructure, including routers, firewalls, switches, gateways, DNS servers, DHCP servers, clustering solutions, and related hardware, software, and services
<p>51. VMWare Specialist</p>	<p>Proven and demonstrate advanced expertise in the following areas:</p> <ul style="list-style-type: none"> • Hands-on working experience with vSphere systems administration and support including VMotion, HA, DRS, VCenter, storage migrations, Virtual Storage Console / SnapProtect from Netapp and P2V migrations. Hands-on working experience with vSphere Thin Provisioning, Resource Pools, Host Profiles, and Netapp plug-ins • Hands-on working experience with vSphere problem determination, capacity planning, performance monitoring, resource monitoring and root cause analysis. • Proficient in storage technologies. SAN/NAS using NFS and ISCSI, Setup, Install/Configure ESX servers and VCenter, Setup /configure Dell M1000E blade servers and Dell CMC/iDRAC experience.

<p>52. Storage Administrator</p>	<p>Proven and demonstrated advanced expertise in the following areas:</p> <ul style="list-style-type: none"> ● Document processes, procedures, upgrades and problems ● Upgrade software, monitor performance and evaluate trends and needs ● Manage, transform and provide user access to large datasets ● Install, configure, support and maintain storage areas networks and associated technology ● Administer networks, servers and associated schedules ● Proficient in storage technologies. SAN/NAS using NFS and ISCSI, Design, configuration and backup strategies. Implemented cloud storage technologies ex. Azure, AWS
<p>53. Identity Management Specialist</p>	<p>Proven and demonstrated advanced expertise in the following areas:</p> <ul style="list-style-type: none"> ● Strong foundation in Directory Services (Active Directory, LDAP, etc.) ● Operational experience in Single Sign On technologies (ADFS, SAML, Connectors, etc.) ● Operational experience in automated provisioning and de-provisioning solutions ● Operational experience in scripting (PowerShell, etc.)
<p>54. SharePoint OnSite / Office 365</p>	<p>Proven and demonstrated advanced expertise in the following areas: Experience in implementing SharePoint solutions including:</p> <ul style="list-style-type: none"> ● Site collection administration ● Solutions architecture ● SharePoint development ● SharePoint design ● SharePoint project management ● Strong focus on SharePoint Online
<p>55. Digital Forensics Analyst</p>	<p>Must hold a current Certified Forensic Computer Examiner (CFCE) certification or Certified Computer Examiner (CCE) certification and ability when demanded, to testify in court regarding methods used to collect evidence for the case. Working experience in using forensic tools and investigative methods to find specific electronic data, including Internet use history, word processing documents, images and other files. Display the technical skill to hunt for files and information that have been hidden, deleted or lost. Collect evidence to provide to detectives and other officials, analyze data and evaluate its relevance to the case under investigation. Knowledge of methods to transfer the evidence into a format that can be used for legal purposes. Must uphold high forensic and ethical standards to provide a confidential, fair, uncompromised process to evidence collection</p>
<p>56. Video Surveillance Technician</p>	<p>Minimum of two (2) years' experience in troubleshooting and repairing video surveillance equipment or related skillset. Highly developed technical, mechanical skills as well as basic electrical skills. Ability to climb and work from a ladder, technician must travel with their own ladder, Low voltage certification, Avigilon experience</p>
<p>57. Program Manager</p>	<p>Minimum of ten (10) years' experience as a Project Manager III. May direct other Project Managers.</p>

SECTION 9, HARDWARE, SOFTWARE AND TECHNICAL SERVICE AREAS

***** This is not an exhaustive list and as is the nature of technology this list will change often; however, this is a general guide to many of the technologies currently in use at SBBC.**

IBM Mainframe Technology Services:

(Analysis, design, programming and operations)

- VSE/ESA, Z/05 environment
- COBAL/CICS/VSAM/VTAM
- DB2

IBM AS/400 Technology Services:

(Analysis, design, programming and operations)

- OS/400 environment
- COBAL
- Control Language (CL)
- QUERY/400
- DB2/400

PC/LAN Technology Services:

(Analysis, design, programming and technical training)

- MACINTOSH, PC/WINDOWS environments
- FILEMAKER PRO, ACCESS, SQL, MySQL
- APPLESHARE, Windows 2000/2003/2008, Active Directory, Open Directory and LDAP
- System Management Server (SMS), LANDesk

Client/Server Technology Services:

(Analysis, design, programming and technical training)

- ORACLE, INFORMIX, DB2
- POWERBUILDER, VISUAL BASIC, C, C++
- MICROSOFT ACCESS, FILEMAKER PRO
- UNIX, AIX, WINDOWS XP/2000/NT/98, Apple OS X
- First Class (Email Platform)
- Hyperion Performance Suite
- ESSBASE
- SAP Configuration (all modules)
- Basis Administration
- SAP Security Administration
- SAP Workflow
- SAP HANA
- SAP Employee Self Service
- SAP Business Warehouse / Business Integration
- SAP Solution Manager
- SAP Process Integration (PI)
- SAP Process Orchestration (PO)
- SAP Enterprise Portal (EP)
- SAP Adobe Interactive Forms

- SAP TREX
- iXOS Administration
- TOPCALL
- ABAP/4
- SQL
- SQL Reporting
- PowerBI Reporting
- Java Programming
- C Programming
- C++ Programming
- C# Programming
- Objective-C Programming
- PHP Programming
- Python Programming
- Ruby Programming
- JavaScript Programming
- SQL Programming
- D Programming
- Bootstrap Programming
- HTML Programming
- CSS Programming
- .Net Framework
- Websphere
- Portal Creation
- Tivoli Access Manager
- Tivoli Identity Manager
- SCCM / InTune
- TSM
- Microsoft Great Plains
- Citrix
- Kronos
- PMO (Microsoft Enterprise Project Management)
- Microsoft Balance Score Card
- Office 365
- Skype
- SharePoint

Wide Area Network Technology Services

(System architecture/design, network administration and technical training)

- TCP/IP/IPX
- SNA/SDLC, APPN
- INTERNET connectivity
- Network management
- Intrusion Protection
- Bridge, router, hub technologies, switches
- Firewalls
- Load Balancers
- DHCP
- Domain Name Services (DNS)

- Proxy/Caching/Content Engines
- Video Conferencing
- DHC/IP management

Software Services:

(Analysis, design and programming)

- Classroom Management Systems (Pinnacle)
- Kronos
- Microsoft Enterprise Project Management
- Microsoft Balance Score Card
- Remedy/Kinetic
- Kentico Web Content Management
- Power BI Dashboards & Data Analysis

WEB Technologies:

(Analysis, design and programming)

- Development Languages
- Internet Information Server (IIS)
- Web Objects
- Apache Web Server
- XML
- HT ML
- DH TML
- Active X
- Java Script
- Dreamweaver
- Flash
- .Net Framework

IT Security:

- IPS/Intrusion Detection
- Vulnerability Assessment
- Log Monitoring
- Content Management
- Data Loss Prevention Monitoring and Auditing
- Security Awareness Training

Storage and Servers:

- VMWare
- NETAPP
- OMS
- UCS
- Commvault
- Veeam
- Blade Technology
- Cloud Infrastructure SaaS (AWS, Azure)

SECTION 10, FORMS AND ATTACHMENTS

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

ATTACHMENT 1

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

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder 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 Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

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

Signature

Company Name

**ATTACHMENT 2
DRUG FREE WORKPLACE**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____ (Print individual's name and title)

for _____ (Print name of entity submitting sworn statement)

whose business address is _____

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall 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 shall abide by the terms of the statement and shall 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. Shall 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____.
Personally known _____ or

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____

(Type of Identification)

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

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

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

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

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

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

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

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

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

REQUIRED CONDITIONS: Liability policies must 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.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

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

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

ATTACHMENT 4

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 5 ACH PAYMENT AGREEMENT FORM

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

VENDOR NAME:

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institute: _____

Branch/ State: _____

Routing No: _____

Account No: _____
VENDOR AREA: Checking Savings

Remittance Confirmation: _____
(please select one) Fax Email

Federal Identification No. _____
Vendor TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

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

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

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

SECTION 11, STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

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

This information shall help SBBC in the preparation of future Bids.

Bid Number: 19-080V _____ Title: Technical Contract Staffing and Consulting Services

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____



EXHIBIT A1


SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE FORMS

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

1. **Statement of Intent to Perform as an S/M/WBE Subcontractor** ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



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


STATEMENT OF INTENT

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

2. **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule** ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/ParticipationSchedule_082017_Final.pdf

Document Preview:



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:			

3. **S/M/WBE Participation Good Faith Effort** ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/GoodFaithEffortForm_101117_v4.pdf

Document Preview:



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:	

EXHIBIT A1


SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE FORMS (Continued...)

The following forms are due (if applicable) after Bid has been awarded:

1. S/M/WBE Monthly Subcontractor Utilization Report ([Click Here](#))

Document Link: http://www.broward.k12.fl.us/supply/sdop/docs/Forms-Policies/SMWBEMonthlySubcontractorUtilizationReport%20082017_Final.pdf

Document Preview:

 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.			
GENERAL	S/M/WBE	TOTAL	AMOUNT PAID

FOR INFORMATION ON S/M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE SUPPLIER DIVERSITY OUTREACH PROGRAM OFFICE (754) 321-0550,
 OR ONLINE AT <http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

THIS FORM MUST BE SUBMITTED WITH YOUR BID

EXHIBIT B

**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 THE NEXT PAGE)

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

<hr/>	
Organization Name	<u>19-080V</u> ITB Number
<hr/>	
Name(s) and Title(s) of Authorized Representative(s)	
<hr/>	
Signature(s)	Date

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

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

THIS FORM MUST BE SUBMITTED WITH YOUR BID



EXHIBIT C REFERENCES

Vendor Name: _____

List required references as stated in Special Condition 12, which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 –

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

Scope of Work:

Reference 2 –

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

Scope of Work:

Reference 3 –

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

Scope of Work:

Reference 4 –

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

Scope of Work:

Reference 5 – Repeat or Long Term Customer

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

Scope of Work:

EXHIBIT D, LABEL

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.



TO:

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

ATTN: Mayra Tobar
BID: 19-080V (TECHNICAL STAFFING)