



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:  
**EE-10.**

MEETING DATE	2020-05-19 10:05 - Regular School Board 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 - FY20-202 - Debris Monitoring Services for Natural Disasters

**REQUESTED ACTION:**

Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: June 1, 2020, or on the date of its approval by SBBC, whichever date is later through midnight May 31, 2023 (or at midnight three (3) years after the actual date of commencement); Three (3) Years, with an option for two (2) additional one (1) year renewal periods; User Department: Risk Management; Award Amount: \$1,000,000; Awarded Vendor(s): Witt O'Brien's LLC; CES Consulting, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**

The School Board of Broward County, Florida (SBBC), received two (2) responses for RFP FY20-202 - Debris Monitoring Services for Natural Disasters. This RFP will be utilized by Risk Management for debris monitoring and Federal Emergency Management Agency consulting services. These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel. A copy of the RFP documents are available online at: [http://www.broward.k12.fl.us/supply/agenda/RFP\\_FY20-202\\_DebrisMonitoringServicesforNaturalDisasters.pdf](http://www.broward.k12.fl.us/supply/agenda/RFP_FY20-202_DebrisMonitoringServicesforNaturalDisasters.pdf)

**SCHOOL BOARD GOALS:**

Goal 1: High Quality Instruction     Goal 2: Safe & Supportive Environment     Goal 3: Effective Communication

**FINANCIAL IMPACT:**

The estimated financial impact to the District will be \$1,000,000. Due to COVID-19, spending authority being requested is one (\$1) million dollars. Should a catastrophic hurricane occur in which expenses are projected to exceed one (\$1) million dollars, staff will request additional spending authority from the School Board. The funding source will come from Capital Reserves if there is a natural disaster. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**

(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreements-2 (4) Recommendation Tabulation (5) Supplier Evaluation-1 (6) Supplier Evaluation-2 (7) Supplier Evaluation-3

**BOARD ACTION:**  
**APPROVED AS AMENDED**  
**(See Amendment Attached)**  
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Aston Henry	Phone: 754-321-1901
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

Signature  
*Maurice Woods*  
 5/11/2020, 11:39:23 AM

Approved In Open Board Meeting On:

**MAY 19 2020**

By:   
 School Board Chair

**EE-10 Amendment May 19, 2020 Regular Meeting**

**Motion to Amend** (Carried)

Motion was made by Mrs. Good, seconded by Dr. Osgood and carried, to keep the same terms with the exception of increasing the spending authority from ~~\$1 million~~ to \$3 million to ensure the expenses are covered should a hurricane occur. In addition, on page 1 in both contracts, in the first "Whereas," second line, the word "~~finding~~" was a scrivener's error and needed to be changed to "funding."

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Greater FY20-202 – Debris Monitoring Services for Natural Disasters

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#### **Introduction**

##### **Responsible: Procurement & Warehousing Services (PWS)**

This request is to approve the recommendation to award Request for Proposal (RFP) FY20-202 – Debris Monitoring Services for Natural Disasters for a period of three (3) years from June 1, 2020 or on the date of its approval by The School Board of Broward County, Florida (SBBC), whichever date is later, through midnight May 31, 2023 (or at midnight three (3) years after the actual date of commencement), and may, by mutual agreement between SBBC, and the Awardee, be renewed for two (2) additional one (1) year periods. This RFP replaces the existing RFP 17-142R – Debris Monitoring Services for Natural Disasters and will be used by the Risk Management Department for debris monitoring and Federal Emergency Management Agency (FEMA) consulting services.

Due to COVID-19, spending authority being requested is one (\$1) million dollars. Should a catastrophic hurricane occur in which expenses are projected to exceed one (\$1) million dollars, staff will request additional spending authority from the School Board.

#### **Goods/Services Description**

##### **Responsible: Risk Management (RM)**

The District received proposals from Witt O'Brien's, LLC, and CES Consultants, Inc. SBBC's Evaluation Committee was comprised of Aston A. Henry, Jr., Director, Risk Management, Theresa Coleman, Administrative Assistant, Risk Management, Ron Eggenberger, Grounds Manager, Custodial Grounds, and Gerald Devio, Supervisor II, Custodial Grounds. Committee members were responsible for evaluating firms based upon experience and scope of service. Although committee members selected Witt O'Brien's as the District's primary vendor, SBBC also selected CES as a secondary option.

Witt O'Brien's is a leading crisis management firm in the United States with strong roots in emergency management. This firm has decades of proven experience, along with being critical partners in developing many principles, standards, and best practices, which serve as a foundation for emergency management today. The District is focused on a quick response to recovery operations as well as knowledge of federal assistance programs. Witt O'Brien's ensures their client's interest is protected, and funding opportunities are maximized, which helps the District to transition to normal operations as soon as possible following a natural disaster. Witt O'Brien's also has a history of helping other governmental agencies resolve major problems in areas of emergency operations, FEMA joint field office staffing and support, damage assessments, public assistance programs, disaster debris monitoring and management, hazard mitigation grant programs and pre-disaster preparedness, training and exercise. This firm has successfully monitored the removal of over fifty (50) million cubic yards of debris in over twenty-five (25) declared disasters.

Additionally, Witt O'Brien's has closed out eighty thousand (80,000) project worksheets, which amount to twenty-five (\$25) billion dollars in public assistance funding. This firm secured hazard mitigation grant funding exceeding three and a half (\$3.5) billion dollars along with helping other governmental agencies justify, secure, and utilize over twelve (\$12) billion dollars in disaster supplemental funding. The District requires a dedicated project manager responsible for providing day-to-day preparedness and recovery efforts.

Witt O'Brien's disaster debris monitoring plan and approach entails daily briefings, temporary debris storage, site selection, permitting, work scheduling, hiring staff, managing field staff, monitoring recovery operations, and continuous improvement. Additional services include public information emergency response, truck measurement/certification programs, electronic debris management system, paper load

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tickets, daily operational reports, invoice reconciliation/final payment approval, and final disposal confirmation/documentation.

Witt O'Brien's project manager will attend daily meetings with SBBC debris manager and debris removal contractors to coordinate, schedule, resolve, and adjust debris removal. Controlling cost and increasing efficiencies, along with complying with FEMA guidelines, will be their main goal. The planning process includes a pre-event selection of temporary debris storage/reduction sites, which are suitable for handling quantities and types of debris from SBBC properties. Site visits/inspections will be conducted, photographs taken, and summary reports produced with improvement recommendations. Scheduling monitoring services, along with debris removal, is vitally important to ensure efficient debris operation services. These services will include pre-event coordination, planning/training prior to storm season, post-event project management twenty-four (24) to forty-eight (48) hours from a notice to proceed, and damage assessment/debris quantity estimations twenty-four (24) to forty-eight (48) hours from notice to proceed. This firm will be responsible for hiring, scheduling, and managing field staff following a natural disaster. A commitment will be made to hiring as many local personnel as possible to minimize travel expenses along with spreading employment opportunities locally. Monitoring recovery operations involves the accurate completion of load tickets. The completeness and accuracy of tickets are vitally important in recovering reimbursement from FEMA. Supervisory personnel is responsible for ensuring only eligible debris is collected, hauled, and deposited at designated sites. Internal project inspections will be completed to ensure documentation and data management functions follow federal reimbursement guidelines. Witt O'Brien's will follow FEMA standards and methodologies for measuring/calculating capacity of debris removal trucks along with providing FEMA compliant truck placards/truck certification forms. Electronic Debris Management will simplify this vendor's task of debris monitoring, removal, and contract management.

This vendor will advise the District on all aspects of disaster recovery, including strategic planning/coordination, initial damage assessments, eligible emergency/permanent work, and project worksheet generation. Additional consultant duties include reviewing estimates of incurred costs to determine eligibility for funding through FEMA, insurance recovery, hazard mitigation projects, financial and grant management support.

The District has recovered over fifty-eight (\$58) million dollars from FEMA, as demonstrated in the chart below. In addition, payment of \$1,344,192 for Hurricane Wilma is in the process by the State of Florida.

<b>Hurricane/Tropical Storm</b>	<b>Year of Occurrence</b>	<b>FEMA Payment</b>
Andrew	1992	\$751,489
Irene	2000	\$376,969
Frances	2005	\$2,147,844
Jeanne	2005	\$406,080
Katrina	2006	\$1,789,926
Rita	2006	\$140,367
Wilma	2006	\$49,029,908
Fay	2009	\$428,246
Matthew	2016	\$191,280
Irma	2017	\$3,667,157
	<b>Grand Total All Storms</b>	<b>\$58,929,266</b>

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Insurance proceeds were also received from several insurance carriers/syndicates. Funds received will be applied to future declared disasters and count against the District's obtain and maintain commitment.

The table below provides historical information for payments received from insurance carrier/syndicates in reference to Hurricane Wilma damage:

<b>Carrier</b>	<b>Policy #</b>	<b>Limit</b>	<b>Participation %</b>	<b>Total</b>
Lexington Ins. Comp.	V050317	\$2,400,000	10.00	\$1,747,063
Lloyds of London	V050316	\$7,702,041	32.09	\$6,036,771
Lloyds of London	V050318	\$2,000,000	8.34	\$1,025,953
Lexington Ins. Comp	7478704	\$4,897,959	20.41	\$3,565,756
Axis Surplus Lines Ins.	EAF715715190001	\$1,500,000	6.25	\$1,091,915
CRC Line Slip C/O Ike Greene CJW Assoc.	CRC 14680	\$2,000,000	8.33	\$1,455,568
Commonwealth Ins. Co.	USS5766	\$3,000,000	12.50	\$2,183,829
Lloyds of London Open Market C/O CRC	B066436557A05	\$500,000	2.08	\$363,858
<b>Insurance Proceeds from Hurricane Wilma</b>			<b>100</b>	<b>\$17,470,713</b>

FEMA mandates a "obtain and maintain" commitment for future declared emergencies. This commitment represents total costs resulting from a declared emergency expended and submitted to FEMA. The District obtain and maintain commitment to date is estimated at seventy-nine million twenty-nine thousand two hundred twenty-six dollars (\$79,029,226).

This estimation includes damages from past disasters such as Hurricanes Andrew, Irene, Frances, Jeanne, as well as Wilma. The District's obtain and maintain dollar commitment accounts for permanent restoration work only. Debris removal, as well as emergency protective measures, is not factored into the District's obtain and maintain commitment.

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The chart below depicts the total out of pocket cost to the District prior to obtaining reimbursement from FEMA.

<b>Disaster</b>	<b>Obligated Category C-G Dollars (PW's over \$5,000)</b>	<b>Insurance Proceeds</b>	<b>Disaster Total</b>
Irma	\$7,891,654		\$7,891,654
Matthew	\$16,184		\$16,184
Wilma	\$52,124,934	\$17,470,713	\$69,595,647
Katrina	\$453,041		\$453,041
Jeanne	\$103,496		\$103,496
Frances	\$748,243		\$748,243
Irene	\$118,015		\$118,015
Andrew	\$102,946		\$102,946
<b>Total</b>			<b>\$79,029,226</b>

With this information, Witt O'Brien's will work with the District to maximize future recovery costs following a declared emergency. However, given the current situation regarding COVID-19 and FEMA's assistance to cities, counties and states, District staff is unable to determine possible dates for receipt of outstanding obligated dollars.

**Procurement Method  
 Responsible: PWS**

SBBC released RFP FY20-202 – Debris Monitoring Services for Natural Disasters in an effort to secure an agreement with a firm capable of performing debris monitoring services for natural disasters as well as FEMA. Two (2) firms submitted proposals in response to RFP FY20-202. In an effort to maximize potential disaster recovery, as well as FEMA funding, the selected proposers will serve as general consultants to SBBC.

The solicitation for this RFP ran from January 28, 2020 through February 25, 2020, where seven-hundred twenty-five (725) vendors were notified, and sixteen (16) vendors downloaded the RFP documentation. Procurement & Warehousing Services received two (2) responses, and two (2) vendors are being recommended for the award. The bid has a primary and one (1) alternate vendors who met all specifications, terms, and conditions of the RFP. Including alternate awardees allows for the continuity of services in the event that the primary vendor cannot comply with delivery requirements, specifications, or in emergency cases. The vendor evaluations for the vendor in the current contract were satisfactory.

Alpha 1 Staffing will partner with Witt O'Brien's on this project. Alpha 1 Staffing is a certified Minority/Women Business Enterprise Firm registered with SBBC under the Supplier Diversity and Outreach Program. This firm has several years of experience in emergency response for local municipalities. The Affirmative Procurement Initiative implemented in this solicitation is the M/WBE Annual Aspirational Goals.

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**Financial Impact**  
**Responsible: PWS and RM**

The District estimates a financial commitment for future declared emergency services at one (\$1) million dollars. Hurricane Irma was categorized as a low category 1 hurricane in which the District spent over one (\$1) million dollars. If necessary, staff will approach the School Board for additional funding should expenses exceed one (\$1) million dollars.

Debris monitoring and FEMA consulting services costs are reimbursable through FEMA following a declared emergency. Minimum allowable reimbursement is eighty-seven and a half (87.5) percent of funds expensed.

Funding for this Bid will be taken from Capital Reserves. The financial impact amount represents an estimated contract value; however, amounts authorized will not exceed the estimated contract award amount.





**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 1<sup>st</sup> day of May, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**WITT O'BRIEN'S, LLC**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
2200 Eller Drive  
Fort Lauderdale, FL 33316

**WHEREAS**, SBBC is in need of services designed to help maximize disaster recovery <sup>funding</sup> ~~finding~~ and disaster debris removal monitoring services from all available sources including the State of Florida and the Federal Emergency Management Association (FEMA); and

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY20-202, Debris Monitoring Services for Natural Disasters (hereinafter referred to as "RFP"), dated January 28, 2020, and amended by Addendum No. 1 dated February 12, 2020, and Addendum No. 2 dated February 20, 2020, each of which is incorporated by reference herein, for the purpose of receiving proposals for debris removal monitoring services for natural disasters; and

**WHEREAS**, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to provide debris removal monitoring services for natural disasters; and

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

**ARTICLE 1 - RECITALS**

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

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be three (3) years commencing June 1, 2020 or on

the date of its approval by SBBC, whichever date is later, and shall expire at midnight on May 31, 2023 (or at midnight three years after the actual date of commencement). The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional, one-year periods, and if needed, 180 calendar days beyond the expiration date of the final renewal period.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide all services identified in both RFP FY20-202 and VENDOR's Proposal which are attached hereto as Attachments A & B.

2.03 **Cost and Payment.** SBBC shall pay VENDOR for services rendered under this Agreement at based on prices found in Attachment C. When services are required, VENDOR will issue a written quote to Risk Management Director or designee. Upon issuance of written purchase order, work will commence. Vendor will issue subsequent invoices to match work performed and payment will be rendered with Net 30 day terms.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement; then
- Second: Addendum No. 2 to RFP FY20-202; then
- Third: Addendum No. 1 to RFP FY20-202; then
- Fourth: RFP FY20-202 – Debris Monitoring Services for Natural Disasters; then
- Fifth: Proposal submitted by VENDOR in response to RFP FY20-202.

2.05 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **VENDOR Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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

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

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this

Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

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

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

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

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

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

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

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

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

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

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

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

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

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

With a Copy to: Director Risk Management  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Fenton Gregory, President, Chief Operating Officer  
Witt O'Brien's LLC  
Citycentre Two  
818 Town & Country Blvd., #200

Houston, TX 77024

With a Copy to:

Valarie Philipp, Associate Managing Director  
Witt O'Brien's LLC  
2200 Eller Drive  
Fort Lauderdale, FL 33316

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

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

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

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

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

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.16 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

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

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

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

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

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

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

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

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

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

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

#### 2.17 Nondiscrimination.

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

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring,

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

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

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

2.21 **Incorporation by Reference.** RFP FY20-202, its Addenda and VENDOR's Proposal are hereby incorporated into this Agreement by reference.

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

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

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



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

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

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

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

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

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

United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

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

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

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

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

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

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

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

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

as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

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

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

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

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

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

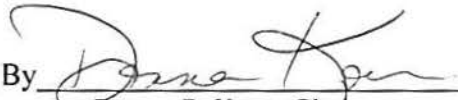
**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.



(Corporate Seal)

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

Edak Effiong, Secretary  
-or-

WITT O'BRIEN'S LLC  
By [Signature]  
Signature

Printed Name: Greg Fenton

Title: Chief Operating Officer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

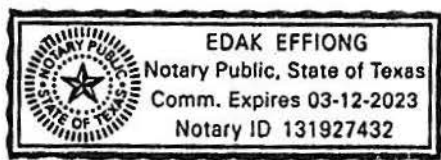
STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4/23/2020 (date) by Greg Fenton (name of officer or agent, title of officer or agent) of Witt O'Brien's (name of corporation acknowledging), a Texas (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Personally Known (type of identification) as identification and who  did/ did not first take an oath this 23 day of April, 2020.

My Commission Expires: 3/12/2023

[Signature]  
Signature - Notary Public



(SEAL)

Edak Effiong  
Notary's Printed Name

131927432  
Notary's Commission No.

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this 19<sup>th</sup> day of May, 2020, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CES CONSULTANTS, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
880 SW 145<sup>th</sup> Avenue, Suite 106  
Pembroke Pines, FL 33027

**WHEREAS**, SBBC is in need of services designed to help maximize disaster recovery <sup>funding</sup> ~~finding~~ and disaster debris removal monitoring services from all available sources including the State of Florida and the Federal Emergency Management Association (FEMA); and

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP FY20-202, Debris Monitoring Services for Natural Disasters (hereinafter referred to as "RFP"), dated January 28, 2020, and amended by Addendum No. 1 dated February 12, 2020, and Addendum No. 2 dated February 20, 2020, each of which is incorporated by reference herein, for the purpose of receiving proposals for debris removal monitoring services for natural disasters; and

**WHEREAS**, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to provide debris removal monitoring services for natural disasters; and

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

**ARTICLE 1 - RECITALS**

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

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be three (3) years commencing June 1, 2020 or on  
*Agreement with CES Consultants, Inc.*

the date of its approval by SBBC, whichever date is later, and shall expire at midnight on May 31, 2023 (or at midnight three years after the actual date of commencement). The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional, one-year periods, and if needed, 180 calendar days beyond the expiration date of the final renewal period.

2.02 **Description of Goods or Services Provided.** VENDOR shall provide all services identified in both RFP FY20-202 and VENDOR's Proposal which are attached hereto as Attachments A & B.

2.03 **Cost and Payment.** SBBC shall pay VENDOR for services rendered under this Agreement at based on prices found in Attachment C. When services are required, VENDOR will issue a written quote to Risk Management Director or designee. Upon issuance of written purchase order, work will commence. Vendor will issue subsequent invoices to match work performed and payment will be rendered with Net 30 day terms.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement; then
- Second: Addendum No. 2 to RFP FY20-202; then
- Third: Addendum No. 1 to RFP FY20-202; then
- Fourth: RFP FY20-202 – Debris Monitoring Services for Natural Disasters; then
- Fifth: Proposal submitted by VENDOR in response to RFP FY20-202.

2.05 **SBBC Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and may not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **VENDOR Confidentiality of Education Records.** Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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

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

(c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this

Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

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

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

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

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

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

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

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



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

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

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

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

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

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

With a Copy to: Director Risk Management  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Rudy M. Ortiz, CEO  
CES Consultants, Inc.  
880 SW 145<sup>th</sup> Avenue, Suite 106  
Pembroke Pines, FL 33027

With a Copy to:

Luciano O. Perera, Executive Vice President  
CES Consultants, Inc.  
880 SW 145th Avenue, Suite 106  
Pembroke Pines, FL 33027

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

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

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

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

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

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.16 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

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

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

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

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

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

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

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

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

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

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

## 2.17 Nondiscrimination.

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

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of

its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

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

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

2.21 **Incorporation by Reference.** RFP FY20-202, its Addenda and VENDOR's Proposal are hereby incorporated into this Agreement by reference.

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

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

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

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall

represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

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

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

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

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

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

District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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



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



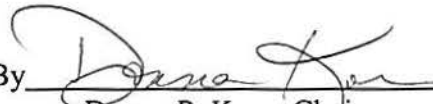
**FOR SBBC:**

(Corporate Seal)

ATTEST:

  
  
Robert W. Runcie, Superintendent of Schools

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

ATTEST:

**CES CONSULTANTS, INC.**

By Rudy M Ortiz  
Signature

\_\_\_\_\_  
, Secretary

Printed Name: Rudy M. Ortiz P.E., CGC

Title: CEO

-or-

Luisa Perera  
Witness

Franzise J Robredo  
Witness

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

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification and who  did/ did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: 4/17/2022

Janean Maldonado  
Signature - Notary Public

Janean Maldonado  
Notary's Printed Name

198143  
Notary's Commission No.

(SEAL)



**JANEAN I MALDONADO**  
Commission # GG 198143  
Expires April 17, 2022  
Bonded Thru Budget Notary Services



RFP #: FY20-202 Tentative Board Meeting Date\*: 5/19/2020

Select One Title: Debris Monitoring Services for Natural Disasters # Notified: 725 # Downloaded: 16

# of Responses Rec'd: 2 # of "No Bids": 0

For: Risk Management RFP Opening Date: 2/25/2020  
(School/Department)

Fund: Capital Funding Advertised Date: 1/28/2020

**POSTING OF Select One RECOMMENDATION/TABULATION:** Select One Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **March 12 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\* The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

TWO PROPOSALS WERE RECEIVED IN RESPONSE TO RFP FY20-202 DEBRIS MONITORING SERVICE OF NATURAL DISASTERS.

THE EVALUATION COMMITTEE CONSISTED OF:

- ASTON HENRY JR ----- DIRECTOR OF RISK MGMT
- RON EGGENBERGER----- PPO CUSTODIAL/GROUNDS MANAGER
- THERESA COLEMAN---- ADMINISTRATIVE ASSISTANT - RISK MANAGEMENT
- GERALD DEVIO – SUPERVISOR II CUSTODIAL/GROUNDS SERVICES

BASED UPON THE RECOMMENDATION OF THE COMMITTEE, IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSERS BE RECOMMENDED FOR AWARD.

- WITT O'BRIEN'S LLC -----PRIMARY
- CES CONSULTANTS, INC-----FIRST ALTERNATE

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT WITH THE ABOVE RECOMMENDED PROPOSERS.

CONTRACT PERIOD: THREE (3) YEARS

By: EDGAR LUGO Date: 3/12/2020  
(Purchasing Agent)

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

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



### RFP Evaluation Points Summary

RFP Number: FY20-202  
 RFP Title: Debris Monitoring Services for Natural Disasters  
 Purchasing Agent: Edgar Lugo  
 Date Opened: February 25, 2020  
 Evaluation Meeting: March 10, 2020

Proposer Name	Evaluation Points	Recommended for Award	Ranking
Witt O'Brien's LLC	90	Yes	Primary
CES Consultants, Inc.	85.25	Yes	First Alternate



The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

**Please return completed evaluation forms to:**  
Procurement & Warehousing Services Department (TSSC Building)  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

For assistance with this form contact us at  
(754) 321-0505 or [CLICK HERE](#) to send us an email (include the words Supplier/Product Evaluation Form in the subject)

GENERAL INFORMATION													
Bid #: 17-142R	Bid Title: Debris Monitoring Services for Natural Disasters												
Purchase Order #:	Product/Service Provided:												
Supplier (Company) Name: Witt O'Brien's, LLC													
Contact Name:	Contact Phone #: (    )    -												
SECTION 1: SUPPLIER EVALUATION													
1.) How would you rate the supplier in the following areas?													
	<table style="width:100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">4</td> <td style="width: 10%; text-align: center;">5</td> </tr> <tr> <td></td> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Very Good</td> <td style="text-align: center;">Excellent</td> </tr> </table>		1	2	3	4	5		Poor	Fair	Good	Very Good	Excellent
	1	2	3	4	5								
	Poor	Fair	Good	Very Good	Excellent								
Overall customer service	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
Delivery as scheduled or promised	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
	<table style="width:100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">4</td> </tr> <tr> <td></td> <td style="text-align: center;">Not Satisfied</td> <td style="text-align: center;">Somewhat Satisfied</td> <td style="text-align: center;">Satisfied</td> <td style="text-align: center;">Very Satisfied</td> </tr> </table>		1	2	3	4		Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied		
	1	2	3	4									
	Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied									
2.) How satisfied are you with the supplier?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
3.) Will you use this supplier again?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No												
SECTION 2: PRODUCT / SERVICE EVALUATION													
4.) Based on the areas below, how would you rate the products/services provided with this Bid?													
	<table style="width:100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">4</td> <td style="width: 10%; text-align: center;">5</td> </tr> <tr> <td></td> <td style="text-align: center;">Poor</td> <td style="text-align: center;">Fair</td> <td style="text-align: center;">Good</td> <td style="text-align: center;">Very Good</td> <td style="text-align: center;">Excellent</td> </tr> </table>		1	2	3	4	5		Poor	Fair	Good	Very Good	Excellent
	1	2	3	4	5								
	Poor	Fair	Good	Very Good	Excellent								
Compliance with specifications	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
Quality as compared to similar products/services	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
Prices as compared to similar products/services	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
	<table style="width:100%; border: none;"> <tr> <td style="width: 20%;"></td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">2</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">4</td> </tr> <tr> <td></td> <td style="text-align: center;">Very Unlikely</td> <td style="text-align: center;">Unlikely</td> <td style="text-align: center;">Probably</td> <td style="text-align: center;">Definitely</td> </tr> </table>		1	2	3	4		Very Unlikely	Unlikely	Probably	Definitely		
	1	2	3	4									
	Very Unlikely	Unlikely	Probably	Definitely									
5.) Would you purchase this product/service again?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>												
SECTION 3: END USER COMMENTS													
Please share any additional information regarding this supplier or the products / services provided. <b><u>If this supplier's performance is unsatisfactory, please tell us why.</u></b> You may attach an additional sheet if necessary.													
EVALUATION FORM COMPLETED BY:													
Name: Theresa Coleman	Title: Admin Assist, Dept. Confidential												
Contact Phone #: (754) 321 - 1900													
School/Department: Risk Management													
Participant's Signature:	Date: 04/17/2020												



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

**Supplier/Product Evaluation Form**

The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

**Please return completed evaluation forms to:**  
Procurement & Warehousing Services Department (TSSC Building)  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

For assistance with this form contact us at  
(754) 321-0505 or [CLICK HERE](#) to send us an email (include the words **Supplier/Product Evaluation Form** in the subject)

**GENERAL INFORMATION**

**Bid #:** 17-142R      **Bid Title:** Debris Monitoring Services for Natural Disasters  
**Purchase Order #:**      **Product/Service Provided:**  
**Supplier (Company) Name:** Witt O'Brien's, LLC  
**Contact Name:**      **Contact Phone #:** (   ) -   -

**SECTION 1: SUPPLIER EVALUATION**

1.) How would you rate the supplier in the following areas?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Overall customer service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as scheduled or promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	1	2	3	4
	Not Satisfied	Somewhat Satisfied	Satisfied	Very Satisfied
2.) How satisfied are you with the supplier?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3.) Will you use this supplier again?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

**SECTION 2: PRODUCT / SERVICE EVALUATION**

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1	2	3	4	5
	Poor	Fair	Good	Very Good	Excellent
Compliance with specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prices as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	1	2	3	4
	Very Unlikely	Unlikely	Probably	Definitely
5.) Would you purchase this product/service again?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**SECTION 3: END USER COMMENTS**

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

This supplier is extremely efficient in providing FEMA consultation to help ensure maximum dollars are available to the School District.

**EVALUATION FORM COMPLETED BY:**

**Name:** Victoria Stanford      **Title:** Manager, Emerg, Management      **Contact Phone #:** (754) 321 - 1903

**School/Department:** Risk Management

**Participant's Signature:**

**Date:** 04/17/2020



The purpose of this evaluation form is to rate a supplier's performance. This form will aid the Procurement & Warehousing Services Department in determining the quality of goods and/or services purchased for the District. Your input will be used in the evaluation of future bids or proposals submitted by this supplier.

**Please return completed evaluation forms to:**

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### GENERAL INFORMATION

<b>Bid #:</b> 17-142R	<b>Bid Title:</b> Debris Monitoring Services for Natural Disasters
<b>Purchase Order #:</b>	<b>Product/Service Provided:</b>
<b>Supplier (Company) Name:</b> Witt O'Brien's, LLC	
<b>Contact Name:</b>	<b>Contact Phone #:</b> ( ) -

### SECTION 1: SUPPLIER EVALUATION

1.) How would you rate the supplier in the following areas?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Overall customer service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Delivery as scheduled or promised	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

2.) How satisfied are you with the supplier?

	1 Not Satisfied	2 Somewhat Satisfied	3 Satisfied	4 Very Satisfied
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.) Will you use this supplier again?

Yes     No

### SECTION 2: PRODUCT / SERVICE EVALUATION

4.) Based on the areas below, how would you rate the products/services provided with this Bid?

	1 Poor	2 Fair	3 Good	4 Very Good	5 Excellent
Compliance with specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Quality as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Prices as compared to similar products/services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

5.) Would you purchase this product/service again?

	1 Very Unlikely	2 Unlikely	3 Probably	4 Definitely
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### SECTION 3: END USER COMMENTS

Please share any additional information regarding this supplier or the products / services provided. **If this supplier's performance is unsatisfactory, please tell us why.** You may attach an additional sheet if necessary.

### EVALUATION FORM COMPLETED BY:

<b>Name:</b> Aston A. Henry, Jr.	<b>Title:</b> Director	<b>Contact Phone #:</b> (754) 321 - 1900
<b>School/Department:</b> Risk Management		
<b>Participant's Signature:</b>	Aston Henry 2020.04.17 14:24:03 -04'00'	<b>Date:</b> 04/17/2020



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2020-05-19 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	EE. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

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

**ITEM No.:**  
EE-8.

**TITLE:**  
Piggyback Recommendation of \$500,000 or Greater - FY20-193 - Flooring Materials, with Related Supplies and Services

**REQUESTED ACTION:**  
Approve the recommendation to make a piggyback award to the vendor(s) awarded by Sourcewell, Contract No. RFP080819; Contract Term: Date of approval by The School Board of Broward County, Florida through October 11, 2023, Three (3) Years, Five (5) Months; User Department: Physical Plant Operations (PPO); Award Amount: \$512,000; Awarded Vendor(s): Interface Americas, Inc.; Mannington Mills, Inc.; Shaw Industries, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
This Piggyback provides the District with three (3) vendors that PPO can access to purchase carpeting, vinyl tile, cove base, laminate flooring, related installation services, products, equipment, and supplies, as part of the Preventive/Routine Maintenance and Capital Improvement Programs. These Agreements have been reviewed and approved as to form and legal content by the Office of the General Counsel. A copy of the RFP is available online at: [http://www.broward.k12.fl.us/supply/agenda/RFP\\_FY20-193\\_FlooringwithRelatedEquipment,Products.pdf](http://www.broward.k12.fl.us/supply/agenda/RFP_FY20-193_FlooringwithRelatedEquipment,Products.pdf)

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction   
  Goal 2: Safe & Supportive Environment   
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$512,000. Due to the COVID-19, the spending authority requested covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority, to cover the remaining term of the piggyback Agreement will be requested in a future date. The funding source will come from PPO budget, Safety budget, School's budget and SMART. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Financial Analysis Worksheet (3) Agreements-3

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

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Sam Bays	Phone: 754-321-4634
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

Signature  
Maurice Woods  
5/11/2020, 9:13:54 AM

Approved In Open Board Meeting On: \_\_\_\_\_

By: \_\_\_\_\_  
School Board Chair





## EXECUTIVE SUMMARY

### Piggyback Recommendation of \$500,000 or Greater FY20-193 – Flooring Materials, with Related Supplies and Services

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#### **Introduction**

##### **Responsible: Procurement & Warehousing Services (PWS)**

Approve the recommendation to make a piggyback award to the vendor(s) awarded by Sourcewell, a State of Minnesota local government agency, solicitation number RFP#080819. The contract term will be from the date of its approval by The School Board of Broward County, Florida (SBBC), through October 11, 2023. Physical Plant Operations (PPO) department will utilize this contract to purchase carpeting, vinyl tile, cove base, laminate flooring, related installation services, products, equipment, and supplies, as part of the Preventive/Routine Maintenance and Capital Improvement Programs.

Due to the COVID-19, the spending authority being requested is \$512,000, and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the piggyback Agreement will be requested in a future date.

#### **Goods/Services Description**

##### **Responsible: Physical Plant Operations (PPO)**

PPO will use this contract as part of its Preventive/Routine Maintenance and Capital Improvements program to provide broadloom carpet, carpet tile, vinyl tile, cove base, and laminate flooring products and installation services throughout the District. These services are not provided in-house and are essential to PPO's maintenance operations.

#### **Procurement Method**

##### **Responsible: PWS**

Piggybacking on this large-scale contract represents pricing advantages, and as such, cost savings to the District. Through this "not-to-exceed" contract, SBBC will receive mill-direct pricing based on nationwide volume discounts. The awardees selected are some of the best providers and manufacturers of flooring coverings who supply high-quality commercial products with a factory mill-direct warranty.

In accordance with Florida Administrative Code (F.A.C.), Rule 6A-1.012(6) and Purchasing Policies 3320, Part II, General Provisions, Item M states that: "In lieu of requesting competitive solicitations from three (3) or more sources, District School Boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other District School Boards, Community Colleges, Federal Agencies, the Public or Governmental Agencies of any State, or from State University system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district School Board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the District School Board."

These services had been procured through a piggyback with the State of Florida, which expired in February 2020. Since the expiration date, Purchasing Policies 3320 has been followed for the procurement of these services.

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**Financial Impact**  
**Responsible: PWS and PPO**

Due to the COVID-19, the spending authority being requested is \$512,000, and covers the estimated amount projected for the first twelve (12) months; therefore, additional spending authority to cover the remaining term of the piggyback Agreement will be requested in a future date.

Please see below breakdown for entire bid term:

Average monthly expenditures	\$	42,606
Number of months		41
Estimated forecasted spend	\$	1,746,846
<b>Total spend authority (rounded)</b>	<b>\$</b>	<b>1,747,000</b>

The piggyback 17-158B – Flooring with Related Equipment, Products, Supplies, Installation, and Services was based on 2015 economic conditions, and the prices for this new bid is based on 2019 economic conditions; therefore, the District is impacted by an eleven (11) percent price increase. Miami-Dade County Public Schools has an ITB with approved vendors (no pricing), and the School District of Palm Beach County does not have a comparable flooring contract. PWS performed a benchmark with the School District of Lee County and found their prices to be higher than this piggyback recommendation.

Funding for this Bid will come from PPO budget, Safety budget, School’s budget, and SMART. The amount requested was determined based on historical data, and on the department’s requirements to satisfy the needs of the District, no additional spending authority is being requested compare to the current bid.

The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.