



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-07-21 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

ITEM No.:

EE-9.

TITLE:

Recommendation to Approve Agreement - FY20-192 - Program Manager - Owner's Representative Services

REQUESTED ACTION:

Approve the agreement for Program Manager - Owner's Representative Services and approve additional funding in the amount of \$47,214,830. Contract Term: Three (3) years, and may by mutual agreement between The School Board of Broward County, Florida, and the Awardee, be extended for two (2) additional one (1) year renewal periods and one (1) additional six (6) month period beyond the expiration date of the renewal period. User Department: Office of Capital Programs. Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

This item awards term contracts for the procurement of the Program Manager - Owner's Representative Services Agreements to AECOM Technical Services, Inc. A detailed Scope of this Agreement is included in the Executive Summary (Exhibit 1). This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

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 \$64,946,830. The funding source is the SMART Program. The financial impact amount represents a not-to-exceed contract value. Additional Spending Authority being requested is \$47,214,830 and will come from unallocated capital reserves.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement (3) Collaboration Form

BOARD ACTION:

APPROVED AS AMENDED
(See Amendment Attached)

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Frank Girardi	Phone: 754-321-1525
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

7/14/2020, 3:52:17 PM

Electronic Signature

Form #4189 Revised 07/25/2019
RWR/ MLW/MCC/FG:lp

Approved In Open
Board Meeting On:

JUL 21 2020

By:

Donna Ken
School Board Chair

EE-9 Amendment July 21, 2020 Regular Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Rich Levinson, seconded by Mrs. Brinkworth and carried, to have the Superintendent complete a review within nine (9) months on the staff augmentation structure to determine what is most cost effective for the District in hiring its own staff, as needed for the duration of the Bond, with the approximate length of time that they would be employed.

EXECUTIVE SUMMARY

Recommendation to Approve Agreement and Additional Spending Authority FY20-192 – Program Manager – Owner's Representative Services

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the agreement between AECOM Technical Services, Inc. (“AECOM”) and The School Board of Broward County, Florida (“SBBC”), for three (3) years commencing on the date of its approval by the SBBC, with the option to be extended for two (2) additional one (1) year periods and one (1) additional six-month period beyond the expiration date of the renewal period, pursuant to Request for Qualifications (RFQ) FY20-192 – Program Manager – Owner's Representative Services. This School Board Item seeks approval of a total award amount of \$64,946,830 for the three (3) year contract term; however, the additional spending authority being requested is \$47,214,830.

Services Description

Responsible: Office of Capital Programs (OCP)

In order to be effective in meeting the facility and operational needs of the Schools in a prioritized, transparent, and resource-conscious manner, the District must continue to manage the capital projects of its Schools as a coherent program. The District has determined that engaging the assistance of a team of construction industry professionals organized in two (2) Program Manager - Owner's Representative (PMOR) agents is the most flexible, cost-effective means to achieve the coordination and synergy necessary to meet the demands of the Schools.

The role of the PMOR will be to manage all assigned capital projects from their current status (which may include projects at one hundred (100) percent of the design phase) through commissioning and closeout. The PMOR, in its management of the District's capital projects, acts as the District's representative and actively seeks to identify issues and resolve issues. Where issues cannot be resolved by the PMOR, the PMOR's responsibility as the manager of projects is to provide options, and/or recovery plans, to the Office of Capital Programs for review and direction.

RFQ FY20-192 was developed and released with the intent to establish agreements with one (1) or two (2) qualified firms to perform as PMOR Services.

The PMOR Services includes a Scope of Services to execute the SMART Program Renovations projects District-wide. The Scope of Services consists of all types and manner of program management services related to design and construction programs as required and directed by the District, as well as staff augmentation in the Office of Capital Programs, Procurement & Warehousing Services (PWS), and the Economic Development and Diversity Compliance (EDDC) Departments.

Performance-based fees are part of this Agreement.

Procurement Method

Responsible: PWS

RFQ FY20-192 was advertised on April 15, 2020. There were one thousand four hundred thirty-three (1,433) vendors notified and sixty-three (63) vendors that downloaded the RFQ. Qualifications Statements were received from the following three (3) firms:

- AECOM Technical Services, Inc. – First Ranked
- SKANSKA USA Building, Inc. – Second Ranked
- MACRO Consultants, LLC. – Third Ranked

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 FY20-192 – Program Manager – Owner's Representative Services
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The procurement went through the Qualifications Selection Evaluation Committee (QSEC) process, convening in accordance with School Board Policy 7003, to review the Qualifications Statements submitted in response to the RFQ. The evaluation was completed based on the criteria outlined in the RFQ FY20-192. A recommendation to negotiate with one (1) qualified firm was presented to the Superintendent for approval.

Pursuant to RFQ FY20-192 section 5.5.1, the QSEC made a recommendation to the Superintendent that the highest-ranked firm, AECOM, be selected to provide PMOR Services. The Superintendent considered QSEC's recommendation and pursuant to the authority granted under School Board Policy 7003, accepted QSEC's recommendations, and further directed staff to negotiate PMOR Services fees at compensation, which staff determined to be fair, competitive, and reasonable.

The negotiation team included representatives from the Office of Capital Programs, EDDC, PWS, and the Capital Budget Department, and was led by a School District Cadre Attorney. Negotiations were concluded successfully, and the agreement with AECOM is being submitted to SBBC for approval and award.

The Affirmative Procurement Initiative implemented in this solicitation has identified a twenty-nine (29) percent participation goal for Submitting Firms that subcontract with eligible SBBC-Certified Minority/Women Business Enterprise (M/WBE) firms for at least twenty-nine (29) percent of the total contract value. AECOM has committed to an M/WBE Subcontracting Goal of forty-five (45) percent.

Financial Impact

Responsible: PWS, OCP, and Office of Capital Budget

An additional spending authority of \$47,214,830 is being requested. The total contract award amount of \$64,946,830 is being requested. The not-to-exceed breakdown can be found in Attachment A of the agreement. The annual not-to-exceed amounts are summarized in the Annual Spending Summary below. The multiplier is two-point twenty-four (2.24). The performance-based fee decreases the multiplier in increments of zero-point zero one (0.01) up to a maximum of zero-point zero two (0.02) decrease.

The funding source is the SMART Program.

Atkins worked with The Office of Capital Programs and finance staff to do an analysis of project contingencies and overhead costs and determined that there is funding available in the project budgets to offset some of these costs; however, funding is needed to incorporate the additional costs of Program Management in order to deliver the SMART Program.

A year-by-year analysis of the funding needed for these additional costs and program savings available to offset costs is shown below.

	Fiscal Year (FY)			
	FY-2021	FY-2022	FY-2023	TOTAL
Program Management Costs	\$21,749,493	\$21,714,638	\$21,482,699	\$64,946,830
Projected Overhead Balances	(\$17,732,000)	0	0	(\$17,732,000)
Additional Funding Needed	\$4,017,493	\$21,714,638	\$21,482,699	\$47,214,830

**Recommendation to Approve Agreement and Additional Spending Authority
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Annual Contract Spending Summary

ITEM / YEARS	YEAR 1	YEAR 2	YEAR 3	TOTAL
Direct Labor	\$21,210,424	\$21,191,167	\$20,988,218	\$63,389,808
Reimbursables	\$165,000	\$150,000	\$125,000	\$440,000
Contingency one-point seventy-five (1.75) percent	\$374,070	\$373,470	\$369,481	\$1,117,022
Totals	\$21,749,493	\$21,714,638	\$21,482,699	\$64,946,830

The funding for this will come from the SMART Program project budgets. The Atkins risk assessment included a market analysis that took into account escalations in construction costs, change order contingencies and overhead that includes Program Management for the period that the SMART program was scheduled for completion. The Atkins risk assessment did not include additional costs of staff augmentation nor some of the costs for Program Management associated with extending the program timeframe based on some of the constraints recently discovered surrounding the roofing projects.

If this item is approved, the additional funding needs of the SMART Program will be added to the District Educational Facilities Plan and will come from unallocated capital reserves. This will impact unallocated reserves and will be shown in the Adopted District Educational Facilities Plan, as shown below.

	FY-2021	FY-2022	FY-2023	FY-2024	FY-2025
Additional Funding Needed (above)	(\$4,017,493)	(\$21,714,638)	(\$21,482,699)		
TDEFP–Unallocated Capital Reserve	\$56,595,000	\$35,817,000	\$38,761,000	\$42,786,000	\$52,556,000
ADEFP–Unallocated Capital Reserve	\$52,577,507	\$14,102,362	\$17,278,301		

AGREEMENT

THIS AGREEMENT is made and entered into as of this 21 day of July, 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

AECOM TECHNICAL SERVICES, INC.
(hereinafter referred to as “VENDOR”),
whose principal place of business is
300 South Grand Avenue, 9th Floor,
Los Angeles, California 90071

WHEREAS, SBBC issued a Request for proposal identified as RFQ FY20-192 – Program Manager – Owner’s Representative Services dated and amended herein referred to as “RFQ” all of which are incorporated by reference as if fully set forth herein for the purpose of receiving proposals for Program Manager – Owner’s Representative Services; and

WHEREAS, VENDOR offered a proposal dated (hereinafter referred to as “Proposal” which is incorporated by reference herein) in response to this RFQ; and

WHEREAS, VENDOR is willing to provide Program Manager – Owner’s Representative Services as more fully described in the Scope of Services of the RFQ.

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

ARTICLE 1 - RECITALS

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

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be three (3) years commencing on July 22, 2020 and ending on July 21, 2023. The term of the contract may, at the sole discretion of SBBC together

with the agreement of VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 Contract Documents and Priority of Documents. The Contract Documents shall consist of this Agreement for provision of Program Manager – Owner’s Representative Services between the SBBC and VENDOR, RFQ FY20-192 inclusive of its attachments, and any addenda thereto, Statement of Qualifications submitted by VENDOR in response to RFQ FY20-192, Scope of Services contained in the RFQ FY20-192, Notice(s) to Proceed, Project Specific Drawings, Project Specific Specifications, current District Design Criteria, post-award meeting checklist and current District Master Specifications. The Contract Documents supersede all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

- A. This Agreement; then
- B. RFQ FY20-192 - Program Manager – Owner’s Representative Services, inclusive of all its attachments, as may be amended via Addenda (the “RFQ”); then
- C. Statement of Qualifications submitted in response to the RFQ by VENDOR.

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

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

Pursuant to Section 6.7.7 of the RFQ, during the initiation phase, as a condition precedent to payment, VENDOR shall timely submit a 12-month staffing plan, acceptable to SBBC, that correlates with the projected status of individual projects and the overall program over the 12-month period.

Pursuant to Section 6.7.7 of the RFQ, on a quarterly basis, as a condition precedent to payment, VENDOR shall timely submit a 12-month staffing plan that evaluates each team according to the projected status of individual projects and the overall program over the 12-month period.

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

2.05 **Services.** VENDOR shall provide Program Management Services pursuant to Section 6 of RFQ FY20-192, all addenda issued to the RFQ, if any, the VENDOR's response to the RFQ, and any SBBC ordering or authorizing documents such as the N.T.P. are also made a part of this Agreement. VENDOR will attend meetings as requested by the Executive Director or his/her designee, Capital Programs. Meetings may be conducted during or after regular business hours. Examples of types of meetings which VENDOR may be requested to attend:

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

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

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

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

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

Penalties and Sanctions

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the S.B.E. subcontracting goal by a certified S.B.E. proposer, the failure of a proposer to attain a subcontracting goal for S.B.E. participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension BIPM Comment – For clarification – Since the Goal is specific to M/WBE, should M/WBE be used below. Or is “S.B.E.” being used in general terms?

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

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

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

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

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

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

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

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

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

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

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

2.07.01 Quarterly Evaluation. An evaluation shall be conducted by RSM US LLP and the assigned District Staff on a quarterly basis to measure performance. Such evaluation shall be communicated to VENDOR to identify areas for betterment and shall be used as basis for continuous improvement.

2.08 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is

intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

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

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

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

To VENDOR: AECOM Technical Services, Inc.
300 South Grand Avenue, 9th Floor
Los Angeles, California 90071

With a Copy to: AECOM Technical Services, Inc.
2 Alhambra Plaza, Suite 900
Coral Gables, Florida 33134

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

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

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of

negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

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

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

B. **Commercial General Liability Insurance**. The **VENDOR** shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$1,000,000 per occurrence; \$2,000,000 general

aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. **The School Board of Broward County must be named as an Additional Insured on the Certificate along with the RFQ Number.**

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

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

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

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

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

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

Contractual liability is included in the General Liability policy.

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

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

in the Submitting Firm's Qualifications Statement without the prior written approval by The School Board of Broward County, Florida, shall be a material breach of the Agreement.

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

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

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

ARTICLE 3 – GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. VENDOR will be compensated for services performed up to the date of termination and be reimbursed for any and all reimbursable expenses allowed under the Agreement.

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

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

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

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

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

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

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

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this

document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

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

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

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

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

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

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

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

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or

local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

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

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

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

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

A. **Recovered/Recycled Materials.** Offered products will make maximum use of recovered/recycled materials, but if not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this Agreement shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement. Note, however, that if a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

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

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

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

3.28 **e-Builder.** The VENDOR shall use the Owner’s Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, VENDOR and Contractors, Construction

Managers, Design Consultants and other vendors providing goods or services on projects; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

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

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

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

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

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

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

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

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

(Remainder of page intentionally left blank)

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



(Corporate Seal)

ATTEST.


Robert W. Runcie, Superintendent of Schools

FOR SBBC

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Donna P. Korn, Chair

Approved as to Form and Legal Content:


Office of the General Counsel

(Remainder of page intentionally left blank)

FOR VENDOR

(Corporate Seal)

AECOM TECHNICAL SERVICES, INC.

ATTEST:

By *Michael Jelen*
Michael Jelen, PPM Southeast Region

_____, Secretary

-or-

Witness

Witness

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

STATE OF Washington
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 10 day of July, 2020, by Michael Jelen of AECOM Technical Services, Inc. on behalf of the corporation or agency.

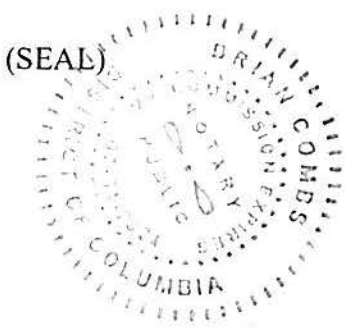
He/She is personally known to me or produced Driver's License as identification and did/did not first take an oath. Type of Identification

My Commission Expires: 7/21/24

Brian Combs
Signature - Notary Public

Brian Combs
Printed Name of Notary

NA
Notary's Commission No.





July 9th, 2020 (Revised)

Sent via Email

The School Board of Broward County, Florida
Mr. Luis Perez
Purchasing Agent III
Procurement & Warehousing Services
7720 W. Oakland Park Blvd, Suite 323
Sunrise, FL 33351

Re: FY20-192 Program Manager – Owner’s Representative (PMOR) Services – Negotiated Proposal

Dear Mr. Perez,

Based on the negotiations held during the week of June 8th, 2020, we have prepared this revised proposal that summarizes the negotiated terms and the M/WBE commitments with the teaming partners we have presented as part of our response to the subject RFQ. Moreover, we have inserted the fees in the summary table below by year followed by the totals. Following are the highlights of the negotiated and agreed-upon terms of the three-year contract:

- Hourly Rate multiplier: 2.24
- Yearly Contingency: 1.75% (refer to chart below for yearly amounts)
- Not To Exceed Totals (per year) See below
- Reimbursable amounts per year See below
- Performance Fee Measures
 - Schedule Controls 80.0% weight
 - Budget / Cost Controls 7.5% weight
 - Cost Estimates 7.5% weight
 - Other KPI’s (RFQ Section 6.6) 5.0% weight
- Performance multiplier deductions starting on year two will not exceed .01 per year. Maximum multiplier deduction after year three will not exceed .02. Measurement will be evaluated quarterly and deduction (if applicable) will be done yearly.
- The Schedule Performance Index (SPI) for the multiplier reduction is established at 0.85. Any evaluation below 0.75 is an automatic reduction 1/100 of a point (for example, 2.24 to 2.23). Any evaluation above 0.95 is an automatic increase (if a prior reduction has occurred) of 1/100 of a point (for example, 2.23 to 2.24) but never to exceed 2.24. Between 0.75 and 0.85, the school board retains discretion to reduce the multiplier by up to 1/100 of a point. Between 0.85 and 0.95, the school board retains discretion to increase the multiplier up to a maximum of 2.24.
- The parties agree to finalize a PMOR evaluation tool within 60 days to fulfill the obligation set forth in the RFQ Article 6.5.
- M/WBE Commitment
 - 45% of Amounts paid to AECOM
 - o Garth Solutions 23% (African American M/WBE)
 - o BACH Real Estate 17% (African American M/WBE)
 - o S. Davis and Associates 5% (African American M/WBE)



The table below includes further detail regarding the not to exceed terms highlighted above broken down by contract years:

Item/Years	Year 1	Year 2	Year 3	Totals
Direct Labor	\$21,210,424	\$21,191,167	\$20,988,218	\$63,389,808
Reimbursables	\$165,000	\$150,000	\$125,000	\$440,000
Contingency (1.75%)	\$374,070	\$373,470	\$369,481	\$1,117,022
Totals	\$21,749,493	\$21,714,638	\$21,482,699	\$64,946,830

In addition, attached is a comparison between Program Management Services and Staff Augmentation Services.

Moreover, we understand the scope, terms, and conditions set forth in the RFQ in its entirety. We look forward to collaborating with the School Board of Broward County, Florida and its team in order to make this program a success.

Sincerely,

Juan Alfonso, *AIA, NCARB, RID*
Vice President
AECOM

Cc: Suhas Mengale, AECOM
Mark Blanchard, AECOM
Kathleen Langan, AECOM

Attachments: Price Proposal
Program Management Labor versus Staff Augmentation
M/WBE Certificates

PRICE PROPOSAL

ATTACHMENT A

AECOM Technical Services, Inc.

Price - Hourly Rate

School Board of Broward
County
Program Management Owner's
Representative

\$21,749,493.43	\$ 21,714,637.52	\$21,482,699.03
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3% Escalation (Except for Year 1)

Company	Individual Rate	Minimum Effective Multiplier (2.24)	Rate w/Sub M/U - N/A	Billing Rate	LOE	F'2021 Hours	F'2022 Hours	F'2023 Hours	F'2021	F'2022	F'2023	
									Dollars	Dollars	Dollars	
Field	2.24	1				1920	1920	1920	1.015	1.03	1.03	
Program Leadership												
Director	AECOM	\$111.00	2.24	\$111.00	\$248.64	1.00						
Deputy Director, Design Phase Coordination	AECOM	\$90.00	2.24	\$90.00	\$201.60	0.50	0.30	0.20	484,550	491,710	491,710	
Deputy Director, Construction	AECOM	\$100.00	2.24	\$100.00	\$224.00	1.00			196,439	119,605	79,737	
									436,531	442,982	442,982	
									1,117,520	1,054,298	1,014,430	
Administration												
Project Controls Manager	AECOM	\$85.00	2.24	\$85.00	\$190.40	1.00						
Document Control	Garth	\$25.00	2.24	25	\$56.00	1.00			371,052	376,535	376,535	
Document Control	TBD	\$30.00	2.24	30	\$67.20	1.00			109,133	110,746	110,746	
Board Item Coordinator	TBD	\$30.00	2.24	30	\$67.20	1.00			130,959	132,895	132,895	
Board Item Coordinator	TBD	\$30.00	2.24	30	\$67.20	1.00			130,959	132,895	132,895	
Office/Doc Control Manager	Garth	\$45.10	2.24	45.1	\$101.02	1.00			196,876	199,785	199,785	
Document Control	Garth	\$25.00	2.24	25	\$56.00	1.00			109,133	110,746	110,746	
Document Control	TBD	\$30.00	2.24	30	\$67.20	1.00			130,959	132,895	132,895	
Administrative, Deputy Directors	Garth	\$31.25	2.24	31.25	\$70.00	1.00			130,959	132,895	132,895	
Administrative, Board Manager	AECOM	\$55.00	2.24	55	\$123.20	1.00			136,416	138,432	138,432	
Administrative, Director	Garth	\$33.63	2.24	33.63	\$75.33	1.00			240,092	243,640	243,640	
									146,805	148,975	148,975	
									1,833,344	1,860,437	1,860,437	
Project Controls Coordination/Reporting												
Dashboard and Reporting Design	AECOM	\$105.00	2.24	\$105.00	\$235.20	0.05						
Dashboard and Reporting Implementation	AECOM	\$60.00	2.24	\$60.00	\$134.40	0.33			22,918	23,257	23,257	
e-Builder Support	AECOM	\$78.00	2.24	\$78.00	\$174.72	0.75	0.75	0.5	86,433	87,711	87,711	
Lead Scheduler	AECOM	\$65.00	2.24	65	\$145.60	1.00			255,371	172,763	86,382	
Scheduler	Corradino	\$30.75	2.24	30.75	\$68.88	1.00			283,745	287,939	287,939	
									134,233	136,217	136,217	
									782,700	707,886	621,504	
Design Coordination												
Design Reviews & Standards	SMA	\$95.00	2.24	\$95.00	\$212.80	0.33	0.20	0.15				
FF&E Coordination	Garth	\$27.11	2.24	27.11	\$60.73	1.00			82,941	63,125	42,083	
BIM	AECOM	\$75.00	2.24	\$75.00	\$168.00	0.30			118,344	120,093	120,093	
Design Reviews & Value Engineering	AECOM	\$85.00	2.24	\$85.00	\$190.40	0.33	0.33	0.15	98,220	99,671	99,671	
Design Reviews & Value Engineering	AECOM	\$85.00	2.24	\$85.00	\$190.40	0.33	0.25	0.15	122,447	55,658	37,105	
Planning & Programming	AECOM	\$85.00	2.24	\$85.00	\$190.40	0.33	0.25	0.15	92,763	55,658	37,105	
Design Reviews Constructability	AECOM	\$95.00	2.24	\$95.00	\$212.80	0.10			92,763	55,658	37,105	
									41,470	42,083	42,083	
									648,947	491,945	415,246	

ATTACHMENT A

Team Leads									
PM Team Lead	AECOM	\$68.80	2.24	68.8	\$154.11	1.00	300,333	304,772	304,772
PM Team Lead	Corradino	\$71.40	2.24	71.4	\$159.94	1.00	311,683	316,289	316,289
PM Team Lead	AECOM	\$77.00	2.24	\$77.00	\$172.48	1.00	336,129	341,096	341,096
PM Team Lead	AECOM	\$67.00	2.24	67	\$150.08	1.00	292,476	296,798	296,798
PM Team Lead	Corradino	\$63.00	2.24	63	\$141.12	1.00	275,015	279,079	279,079
PM Team Lead	Keith	\$64.60	2.24	64.6	\$144.70	1.00	281,999	286,167	286,167
Project Managers									
PM	Corradino	\$45.10	2.24	45.1	\$101.02	1.00	196,876	199,785	199,785
PM	TBD	\$68.25	2.24	68.25	\$152.88	1.00	297,933	302,335	302,335
PM	AECOM	\$60.00	2.24	\$60.00	\$134.40	1.00	261,919	265,789	265,789
PM	AECOM	\$41.00	2.24	\$41.00	\$91.84	1.00	178,978	181,623	181,623
PM	AECOM	\$55.30	2.24	55.3	\$123.87	1.00	241,402	244,969	244,969
PM	Keith	\$45.00	2.24	45	\$100.80	1.00	196,439	199,342	199,342
PM	Keith	\$41.00	2.24	41	\$91.84	1.00	178,978	181,623	181,623
PM	Garth	\$44.13	2.24	44.13	\$98.85	1.00	192,641	195,488	195,488
PM	AECOM	\$70.00	2.24	\$70.00	\$156.80	1.00	305,572	310,088	310,088
PM	AECOM	\$60.00	2.24	\$60.00	\$134.40	1.00	261,919	265,789	265,789
PM	AECOM	\$58.00	2.24	\$58.00	\$129.92	1.00	253,188	256,930	256,930
PM	Keith	\$46.00	2.24	46	\$103.04	1.00	200,804	203,772	203,772
PM	AECOM	\$58.00	2.24	\$58.00	\$129.92	1.00	253,188	256,930	256,930
PM	AECOM	\$58.00	2.24	\$58.00	\$129.92	1.00	253,188	256,930	256,930
PM	AECOM	\$58.00	2.24	\$58.00	\$129.92	1.00	253,188	256,930	256,930
PM	AECOM	\$54.65	2.24	54.65	\$122.42	1.00	238,564	242,090	242,090
PM	Corradino	\$40.00	2.24	40	\$89.60	1.00	174,612	177,193	177,193
PM	Keith	\$59.62	2.24	59.62	\$133.55	1.00	260,260	264,106	264,106
PM	Corradino	\$41.00	2.24	41	\$91.84	1.00	178,978	181,623	181,623
PM	Corradino	\$46.00	2.24	46	\$103.04	1.00	200,804	203,772	203,772
PM	TBD	\$60.00	2.24	\$60.00	\$134.40	1.00	261,919	265,789	265,789
PM	TBD	\$43.00	2.24	43	\$96.32	1.00	187,708	190,482	190,482
PM	Bach	\$40.00	2.24	40	\$89.60	1.00	174,612	177,193	177,193
Assistant Project Managers									
APM	Corradino	\$32.80	2.24	32.8	\$73.47	1.00	143,182	145,298	145,298
APM	Garth	\$32.29	2.24	32.29	\$72.33	1.00	140,956	143,039	143,039
APM	Corradino	\$38.00	2.24	38	\$85.12	1.00	165,882	168,333	168,333
APM	Garth	\$35.50	2.24	35.5	\$79.52	1.00	154,969	157,259	157,259
APM	Keith	\$32.29	2.24	32.29	\$72.33	1.00	140,956	143,039	143,039
APM	Corradino	\$35.00	2.24	35	\$78.40	1.00	152,786	155,044	155,044
APM	AECOM	\$21.00	2.24	21	\$47.04	1.00	91,672	93,026	93,026
APM	Corradino	\$40.00	2.24	\$40.00	\$89.60	1.00	174,612	177,193	177,193
APM	Keith	\$33.00	2.24	33	\$73.92	1.00	144,055	146,184	146,184
APM	Corradino	\$35.00	2.24	35	\$78.40	1.00	152,786	155,044	155,044
APM	Corradino	\$30.00	2.24	30	\$67.20	1.00	130,959	132,895	132,895
APM	Keith	\$32.00	2.24	32	\$71.68	1.00	139,690	141,754	141,754
APM	Keith	\$35.00	2.24	35	\$78.40	1.00	152,786	155,044	155,044
APM	TBD	\$25.00	2.24	25	\$56.00	1.00	109,133	110,746	110,746
APM	TBD	\$31.25	2.24	31.25	\$70.00	1.00	136,416	138,432	138,432

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Construction Coordinators

Sr. Construction Coordinator	AECOM	\$55.00	2.24	55	\$123.20	1.00
Construction Coordinator	Keith	\$31.25	2.24	31.25	\$70.00	1.00
Construction Coordinator	Keith	\$31.25	2.24	31.25	\$70.00	1.00
Construction Coordinator	Corradino	\$49.00	2.24	49	\$109.76	1.00
Construction Coordinator	Corradino	\$49.00	2.24	49	\$109.76	1.00
Construction Coordinator	AECOM	\$46.13	2.24	46.13	\$103.33	1.00
Construction Coordinator	AECOM	\$45.00	2.24	45	\$100.80	1.00
Construction Coordinator	Corradino	\$35.00	2.24	35	\$78.40	1.00
Construction Coordinator	Keith	\$35.00	2.24	35	\$78.40	1.00
Construction Coordinator	Keith	\$31.25	2.24	31.25	\$70.00	1.00
Construction Coordinator	Keith	\$43.00	2.24	43	\$96.32	1.00
Construction Coordinator	Keith	\$31.25	2.24	31.25	\$70.00	1.00
Construction Coordinator	Keith	\$31.25	2.24	31.25	\$70.00	1.00
Construction Coordinator	Keith	\$28.00	2.24	28	\$62.72	1.00

Accounting Support

Accounting Support	TBD	\$38.00	2.24	38	\$85.12	1.00
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Admin Support to Construction Teams

Administrative Support	Garth	\$25.63	2.24	25.63	\$57.41	1.00
Administrative Support	TBD	\$20.00	2.24	20	\$44.80	1.00
Administrative Support	TBD	\$20.00	2.24	20	\$44.80	1.00
Administrative Support	TBD	\$20.00	2.24	20	\$44.80	1.00

Safety, Health and Environment

Safety, Health and Environment	AECOM	\$75.00	2.24	\$75.00	\$168.00	1.00
Safety, Health and Environment	AECOM	\$105.00	2.24	\$105.00	\$235.20	0.05

Economic Development and Diversity Support

S/M/WBE Manager	BACH	\$49.38	2.24	49.38	\$110.61	1.00
S/M/WBE Compliance Coordinator	BACH	\$37.93	2.24	37.93	\$84.96	1.00
S/M/WBE Outreach Coordinator	BACH	\$43.05	2.24	43.05	\$96.43	1.00
EDDC Consulting	BACH	\$43.05	2.24	43.05	\$96.43	1.00
EDDC Support	TBD	\$38.00	2.24	38	\$85.12	1.00
EDDC Support	TBD	\$38.00	2.24	38	\$85.12	1.00

Communications

Communications Manager	Garth	\$63.14	2.24	63.14	\$141.43	0.50
Communications	Garth	\$32.81	2.24	32.81	\$73.49	1.00
Communications	Garth	\$33.65	2.24	33.65	\$75.38	1.00
Communications	Garth	\$32.81	2.24	32.81	\$73.49	0.50
Communications	Garth	\$37.93	2.24	37.93	\$84.96	1.00
Communications	Garth	\$21.20	2.24	21.2	\$47.49	1.00
Communications	Garth	\$40.55	2.24	40.55	\$90.83	0.50

Procurement

Procurement Support	Garth	\$44.01	2.24	44.01	\$98.58	1.00
Procurement Support	Garth	\$30.00	2.24	30	\$67.20	1.00
Procurement Support	Garth	\$42.91	2.24	42.91	\$96.12	1.00

							240,092	243,640	243,640
							136,416	138,432	138,432
							136,416	138,432	138,432
							213,900	217,061	217,061
							213,900	217,061	217,061
							201,372	204,348	204,348
							196,439	199,342	199,342
							152,786	155,044	155,044
							152,786	155,044	155,044
							136,416	138,432	138,432
							187,708	190,482	190,482
							136,416	138,432	138,432
							136,416	138,432	138,432
							122,229	124,035	124,035
							165,882	168,333	168,333
							111,883	113,536	113,536
							87,306	88,596	88,596
							87,306	88,596	88,596
							87,306	88,596	88,596
							12,035,122	12,212,980	12,212,980
							327,398	332,237	332,237
							22,918	23,257	23,257
							350,316	355,493	355,493
							215,559	218,745	218,745
							165,576	168,023	168,023
							187,927	190,704	190,704
							187,927	190,704	190,704
							165,882	168,333	168,333
							165,882	168,333	168,333
							1,088,752	1,104,842	1,104,842
							137,813	139,850	139,850
							143,226	145,343	145,343
							146,893	149,064	149,064
							71,613	72,671	72,671
							165,576	168,023	168,023
							92,545	93,912	93,912
							88,507	89,815	89,815
							192,117	194,957	194,957
							130,959	132,895	132,895
							187,316	190,084	190,084

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Procurement Support	Garth	\$35.00	2.24	35	\$78.40	1.00				152,786	155,044	155,044
Procurement Support	Garth	\$29.00	2.24	29	\$64.96	1.00				126,594	128,465	128,465
Procurement Support	TBD	\$35.11	2.24	35.11	\$78.65	1.00				153,271	155,536	155,536
Procurement Support	TBD	\$39.81	2.24	39.81	\$89.17	1.00				173,778	176,346	176,346
Procurement Support	TBD	\$32.45	2.24	32.45	\$72.70	1.00				141,669	143,763	143,763
										2,104,662	2,135,766	2,135,766
Commissioning												
Commissioning	AECOM	\$105.00	2.24	\$105.00	\$235.20	0.15				68,754	69,770	69,770
Commissioning	AECOM	\$65.00	2.24	\$65.00	\$145.60	0.50				141,873	143,969	143,969
Commissioning	AECOM	\$75.00	2.24	\$75.00	\$168.00	0.50				163,699	166,118	166,118
Commissioning	AECOM	\$65.00	2.24	\$65.00	\$145.60	0.50				141,873	143,969	143,969
										516,198	523,827	523,827
QA/QC												
Program Quality Control	AECOM	\$100.00	2.24	\$100.00	\$224.00	0.20				87,306	88,596	88,596
										87,306	88,596	88,596
Roofing Code Compliance												
Roofing Design & Construction	NOC	\$80.36	2.24	80.36	\$180.01	0.85				298,177	302,584	302,584
Roofing Code Compliance	AECOM	\$55.00	2.24	\$55.00	\$123.20	0.30				72,028	73,092	73,092
										370,205	375,676	375,676
Construction Contract Closeout Specialist												
Closeout Out Specialist	AECOM	\$78.85	2.24	\$78.85	\$176.62	0.80				275,350	279,420	279,420
										275,350	279,420	279,420
LABOR Total										21,210,424	21,191,167	20,988,218
Reimbursable ODCs										165,000	150,000	125,000
Subtotal										21,375,424	21,341,167	21,113,218
Contingency 1.75%										374,070	373,470	369,481
Grand Total										21,749,493	21,714,638	21,482,699

Note: AECOM reserves its rights to adjust roles and personnel in conjunction and with prior approval from SBBC, based on program needs.

**Contingency includes the following, as needed (this is not an all-inclusive list).*

Contract Risk Management	AECOM	\$120.00	2.24	\$120.00	\$268.80	0.00	Contingency
Claims Avoidance / Dispute Resolution	AECOM	\$85.00	2.24	\$85.00	\$190.40	0.00	Contingency
Audit & Compliance	SDA	\$117.00	2.24	\$117.00	\$262.08	0.00	Contingency
Audit & Compliance	SDA	\$107.00	2.24	\$107.00	\$239.68	0.00	Contingency
Audit & Compliance	SDA	\$117.00	2.24	\$117.00	\$262.08	0.00	Contingency

Program Management Labor versus Staff Augmentation

Type of Services (Years 1 - 3)	Labor Total
Staff Augmentation	9,674,631
Program Management Labor	53,715,177
TOTAL LABOR	63,389,808

Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

Garth Solutions, Inc.

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Small/Minority/Women Business Enterprise (S/M/WBE)

African-American

ON THIS DAY: **March 04, 2020**

Robert M. Ballou

Robert M. Ballou
Officer, Economic Development & Diversity Compliance



CERTIFICATION #: **WS2255095172**

Expiration Date: **March 03, 2022**

Economic Development & Diversity Compliance

THIS CERTIFICATE IS AWARDED TO

S. Davis & Associates, LLC

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Emerging/Small/Minority Business Enterprise (E/S/MBE)

African-American

ON THIS DAY: **April 17, 2020**

Robert M. Ballou

Robert M. Ballou
Officer, Economic Development & Diversity Compliance



CERTIFICATION #: **WS1410363765**

Expiration Date: **April 16, 2022**

Supplier Diversity Outreach Program

THIS CERTIFICATE IS AWARDED TO

BACH Real Estate LLC

FOR HAVING SUCCESSFULLY MET THE PRESCRIBED STANDARDS SET FORTH BY THE
SUPPLIER DIVERSITY OUTREACH PROGRAM OF
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA FOR

CERTIFICATION

Small/Minority Business Enterprise (SMBE)

African-American

ON THIS DAY: November 20, 2019



Jasmine M. Jones
Manager, Supplier Diversity Outreach Program



CERTIFICATION #: 3330-00557

Expiration Date: September 17, 2020

RFQ FY20-192 Program Manager - Owner's Representative Services

School Board Policy 3330 -The Supplier Diversity Outreach Program is designed to assist, small, minority, and women business enterprises (S/M/WBE) participate in school district procurement and contract activities. The purpose of the program is to encourage economic development and support S/M/WBEs to successfully expand in the tri-county marketplace.

SBBC through the Economic Development and Diversity Compliance Department (EDDC), has identified a twenty-nine percent (29%) Subcontracting goal for Submitting Firms that commit to subcontracting at least twenty-nine percent (29%) of the total contract value with eligible SBBC-Certified M/WBE firms.

AECOM Technical Services, Inc. (AECOM) is not a certified Minority/Women Business Enterprise (M/WBE). However, AECOM has committed 45% M/WBE Participation for this contract, through the use of three (3) SBBC Certified M/WBEs;

- Garth Solutions, Inc.: M/WBE-AA - 23% MWBE Participation Commitment
- BACH Real Estate: MBE-AA - 17% Participation Commitment
- S. Davis and Associates: MBE-AA - 5% Participation Commitment