



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

**DONNIE CARTER**  
*Director of Purchasing*

## SCHOOL BOARD

*Chair* LOIS WEXLER  
*Vice Chair* CAROLE L. ANDREWS  
JUDIE S. BUDNICK  
DARLA L. CARTER  
BEVERLY A. GALLAGHER  
STEPHANIE ARMA KRAFT, ESQ.  
DR. ROBERT D. PARKS  
MARTY RUBINSTEIN  
BENJAMIN J. WILLIAMS

DR. FRANK TILL  
*Superintendent of Schools*

**DATE:** August 6, 2003  
**TO:** Prospective Proposers  
**FROM:** Phyllis Ben-Asher, Purchasing Agent  
954-765-8881  
**SUBJECT:** **Instructions to Proposers**  
**Request for Proposals (RFP) 24-068N, Banking Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals, in response to the attached RFP, for **Banking Services**. Any questions regarding this RFP should be addressed to me, in writing, at the address stated above or via facsimile at 954-767-8417. No other School Board staff member should be contacted in relation to this RFP. Any information that amends or supplements any portion of this RFP, which is received by any method other than an addendum issued to the RFP should not be considered and is not binding on SBBC.

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

### PROPOSERS' CONFERENCE

A Proposers' Conference will be held on August 19, 2003, beginning at 10:00 a.m., in the Technology Support Services Center, 7720 W. Oakland Park blvd, Suite 323, Sunrise, Florida 33351. Representatives from all interested companies are encouraged to attend.

### REQUIRED RESPONSE FORM

Section 1, Required Response Form must be completed in full and executed by a representative.

### PROPOSAL SUBMITTAL FORMAT

Proposers are requested to organize their proposals in accordance with Section 3.0. SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 3.0.

### DUE DATE

Proposals are due in the Purchasing Department on the date and time stated on September 9, 2003. In order to have your proposal considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any proposal not received on or before the date and time due.

### STATEMENT OF "NO RESPONSE"

If you are **not** submitting a proposal in response to this RFP, please complete Attachment D, Statement of No Response and return via facsimile to 954-767-8417. Your responses to the Statement of "No Response" are very important to the Purchasing Department when creating future RFPs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

# **REQUEST FOR PROPOSALS (RFP)**

**RFP 24-068N**

## **BANKING SERVICES**



RFP Release Date: August 6, 2003

Proposers' Conference \*: August 19, 2003

Written Questions Due: On or Before August 22, 2003  
in Purchasing Department

Proposals Due: On or Before 2:00 p.m. September 9, 2003  
in Purchasing Department

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Purchasing Department**  
**7720 W. Oakland Park Boulevard, Suite 323**  
**Sunrise, Florida 33351-6704**

\* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP conference because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.

## **TABLE OF CONTENTS**

	<b><u>Page</u></b>
1.0 Required Response Form .....	1
2.0 Introduction and General Information .....	2
3.0 Proposal Submittal Format .....	5
4.0 Evaluation of Proposals.....	9
5.0 Special Conditions.....	10
6.0 Specifications and Requirements .....	12
7.0 General Conditions.....	16
Attachment A	
A1 - M/WBE Utilization Report	
A2 - Employment Diversity Statistics	
A3 - Attachment C - M/WBE Participation	
Attachment B – Cost Proposal Sheet	
Attachment C – Sample Agreement	
Attachment D – Statement of "No" Response	

**REQUEST FOR PROPOSALS (RFP) 24-068N**  
**1.0 REQUIRED RESPONSE FORM**

RELEASE DATE: August 6, 2003

TITLE: BANKING SERVICES

This Proposal must be submitted to the **Purchasing Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, on or before 2:00 p.m. September 9, 2003** and plainly marked **RFP 24-068N, Banking Services**. Proposals received after 2:00 p.m. on date due will not be considered.

One complete, original proposal (clearly marked as such) and 9 copies, including this **REQUIRED RESPONSE FORM** (Page 1 of RFP 24-068N), must be fully executed and returned on or before 2:00 p.m. on date due to the Purchasing Department in accordance with the submittal requirements. Proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front.

**PROPOSER INFORMATION**

PROPOSER'S NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY AND STATE: \_\_\_\_\_  
PROPOSER TELEPHONE: \_\_\_\_\_ PROPOSER FAX: \_\_\_\_\_  
PROPOSER TOLL FREE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
CONTACT PERSON'S ADDRESS: \_\_\_\_\_  
CONTACT TELEPHONE: \_\_\_\_\_ CONTACT FAX: \_\_\_\_\_  
CONTACT TOLL FREE: \_\_\_\_\_  
INTERNET E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_  
PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through \_\_\_\_ inclusive of this Request for Proposals, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Representative

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

**NOTE: Entries must be completed in ink or typewritten.** This original Required Response Form must be fully executed and submitted with this Proposal (see Section 3.4).

## **2.0 INTRODUCTION AND GENERAL INFORMATION**

- 2.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive proposals from qualified financial institutions to furnish banking services for its centralized demand accounts. Centralized demand accounts refer to those accounts administered by the district level fiscal office. School activities accounts, or other school based accounts, are not considered as centralized demand accounts.

It is the intent of SBBC to select **one** bank to provide innovative banking and investment services that comply to the specifications and requirements listed in the RFP, for all funds not restricted by law or bond covenants. The objectives are to obtain the best banking services while minimizing the cost of banking services to the taxpayers of Broward County and to preserve capital, protect investment principal and strive to maximize the return on investments while avoiding unreasonable investment risks.

A bank submitting a proposal must be a qualified public depository approved to receive public funds by the office of the State Treasurer in conformity with the "Florida Security for Public Deposits Act" (Chapter 280, Florida Statutes) and be a member of the Federal Reserve System. In addition, the bank's main office or a principal branch must be located within the territorial limits of Broward County, Florida.

- 2.2 **Proposers' Conference:** A Proposers' Conference will be held on August 19, 2003 in the Technology Support Services Center, 7720 W. Oakland Park Blvd, Suite 323, Sunrise, Florida 33351 beginning at 10:00 a.m. Representatives from all interested companies are encouraged to attend.

The purpose of the Proposers' Conference is to allow prospective proposers to bring forth questions they may have, to allow prospective proposers to be aware of questions other proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective proposers in preparing the best and most comprehensive proposal for submission to SBBC. **The purpose of the Proposers' Conference is not to answer questions.** All questions submitted will be answered to all proposers via Addenda. All questions shall be submitted in accordance with Questions and Interpretations 2.3. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by proposers.

In addition, a representative from SBBC Minority Women Business Enterprise (M/WBE) Department will be present to address issues regarding M/WBE participation. M/WBE certified vendors are invited to attend.

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

- 2.3 **Questions and Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to **Phyllis Ben-Asher, Purchasing Agent, Purchasing Department, (954) 765-8881 or email at pben-asher@purchasing.broward.k12.fl.us**, at the address listed in Section 5.1 or via facsimile (954) 767-8417. Any questions which require a response which amends the RFP document in any manner will be answered via addendum by the Purchasing Department to all proposers. No information given in any other matter will be binding on the School Board.

Any questions concerning any condition or requirement of this RFP must be received in the Purchasing Department, in writing, on or before August 22, 2003. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda shall not be binding on SBBC.

- 2.4 **Submittal of Proposal:** Submit proposals in accordance with Section 3.0 of RFP. Proposals should be organized in a manner consistent with the outline and format of Section 3.0, provide complete detailed responses to each evaluation criteria and include all necessary information as to be in full compliance with this section. Failure to organize proposals in a manner consistent with the outline and format of Section 3.0, provide complete detailed responses to each evaluation criteria and/or include all necessary information as to be in full compliance with this section will result in zero or reduced allocation of evaluation points. Additionally, SBBC reserves the right to disqualify and not consider any proposal that is not organized in a manner consistent with the outline and format of Section 3.0, provides complete detailed responses to each evaluation criteria and/or includes all necessary information as to be in full compliance with this Section.

### **PROPOSAL SUBMITTAL MUST BE RECEIVED IN THE PURCHASING DEPARTMENT ON OR BEFORE THE DATE ESTABLISHED IN SECTION 1.**

- 2.5 **Evaluation of Proposal:** Proposals to be submitted in accordance with Section 3.0 and will be evaluated, in accordance with the criteria established in Section 4.0, by a Committee comprised of School Board staff (hereinafter referred to as "Committee"). See Section 4.0 for detailed description of evaluation process and Section 3.0 for detailed instructions on proposal submittal format.
- 2.6 **Award:** Based upon the outcome of the evaluation of proposals, the Committee will recommend the highest-ranked proposer, achieving 75% or more of total allowable evaluation points, to the School Board for final consideration and award. This recommendation is contingent upon successful completion of agreement as stated in Section 4.4.1.

## **2.0 INTRODUCTION AND GENERAL INFORMATION (Continued)**

### **2.8 Calendar:**

August 6, 2003	Release of RFP
August 19, 2003	Proposers' Conference *
August 22, 2003	Written questions due in the Purchasing Department
September 9, 2003	Proposals due on or before 2:00 p.m. in Purchasing Department located at 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704. *
September 17, 2003	Evaluation Committee meeting to review and evaluate proposals received. Meeting to be held at Kathleen Wright Administration Building, 600 S.E. 3 <sup>rd</sup> Avenue, Fort Lauderdale, Florida, 33301, 10 <sup>th</sup> Floor Conference Room, beginning at 10:00 a.m. *
September 19, 2003	Posting of Award Recommendation

\* These are public meetings. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.

### 3.0 PROPOSAL SUBMITTAL FORMAT

In order to facilitate proposal evaluation process, proposer should assure that all requested information is included in proposal and that proposal is organized in a manner consistent with this section. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with this section or that does not include any requested information. SBBC will not responsible for errors in evaluations and reserves the right to reject, either in their entirety or sections thereof, proposals that are not organized in a manner consistent with Section 3.0.

3.1 **General Information:** This section represents information that is to be included in all proposals submitted; however, is informational in nature and will not be utilized for evaluation purposes.

3.1.1 **Title Page:** Include RFP number, subject, the name of the proposer, address, telephone number, date, and web site address,

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

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

3.1.4 **Required Response Form:** (Page 1 of RFP) with all required information completed and all signatures as specified. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

3.1.5 **Notice Provision:** When any of the parties desire to give notice to the other, such notice must be in writing, sent by US 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 the paragraph. **This information must be submitted with the proposal or within three days of request.** For the present, the parties designate the following as the respective places for giving notice:

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

With a Copy to: Treasurer's Office  
The School Board of Broward County, Florida  
7720 W. Oakland Park Boulevard  
Sunrise, Florida 33351

Name of Proposer:

\_\_\_\_\_  
(Name of Proposer, Corporation and Agency)

\_\_\_\_\_  
(Address)

With a Copy to:

\_\_\_\_\_  
(Name and Position of Designee of Proposer,  
Corporation and Agency)

\_\_\_\_\_  
(Address)

3.1.6 **Other Company Names:** State under what, if any, other or former name(s) the proposer has operated or done business under. If none, state so.



### **3.0 PROPOSAL SUBMITTAL FORMAT (Continued)**

3.2 **Evaluation Criteria:** Sections 3.2.1 through 3.2.6 outline the information that must be included in each proposal in order to evaluate proposal (proposer's qualifications, scope of services offered, M/WBE participation and cost of services offered). **Proposals should be organized in a manner consistent with the outline and format of Section 3.0, provide complete detailed responses to each evaluation criteria and include all necessary information as to be in full compliance with this section.** Failure to organize proposals in a manner consistent with the outline and format of Section 3.0, provide completed detailed responses to each evaluation criteria and/or include all necessary information as to be in full compliance with this section will result in zero or reduced allocation of evaluation points. Additionally, SBBC reserves the right to disqualify and not consider any proposal that is not organized in a manner consistent with the outline and format of Section 3.0, provides completed detailed responses to each evaluation criteria and/or includes all necessary information as to be in full compliance with this Section. Each evaluation criteria below states the maximum points that the Committee may allot during evaluation of proposals for that particular criteria. See Section 4.0 for details on evaluation of proposals.

3.2.1 **Proposer Qualifications - (Maximum 10 Points):** Proposer must provide full, detailed responses to each of the following:

- 3.2.1.1 Provide a copy of the list prepared by the state of Florida's Treasury's Office verifying that your institution is a qualified Public Depository.
- 3.2.1.2 State the legal name of the proposing bank. Include the principal office address, office telephone number, internet e-mail address, names and titles of the corporate officers and provide the name, title and resume of the bank's calling officer.
- 3.2.1.3 State whether your bank has money centers located in the tri-county area. If so where are they located.
- 3.2.1.4 Provide the number of branches your bank has in Broward County.
- 3.2.1.5 Include resumes of each relationship manager who will be assigned to SBBC.
- 3.2.1.6 State the length of time your institution requires to obtain supplies initially and subsequently, i.e. length of time it would take to obtain supply of 1,000 deposit books.
- 3.2.1.7 Provide a copy of institution's most recent CRA rating.
- 3.2.1.8 Number of years in business, including operation under other names firm has operated under.
- 3.2.1.9 Provide a statement of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.

3.2.2 **Proposer Experience - (Maximum 10 Points):** Proposer must provide full, detailed responses to each of the following:

- 3.2.2.1 State the largest volume of paid items and deposit items your institution processes in one month for a single commercial account.
- 3.2.2.2 Provide a detailed narrative describing the wire transfer department. Include the location, name of manager and title and the standard cutoff time for outgoing transfers.
- 3.2.2.3 Provide a detailed narrative describing the account reconciliation department. Include the location, name of manager and title and state the timing that is necessary for the completion of reconciliation after receipt of input information from the customer.
- 3.2.2.4 Describe the system proposer would provide to SBBC to access on-line account information. Include a timeline that will include the length of time it would take for the system to be installed and operational.
- 3.2.2.5 Provide a detailed narrative describing your institution's involvement with low and moderate income community organizations to access community credit needs in Broward County.

### **3.0 PROPOSAL SUBMITTAL FORMAT (Continued)**

#### **Proposer Experience - (Continued):**

3.2.2.6 State if your institution is currently involved with Broward School District partnerships. Provide a detailed narrative describing its involvement with ongoing partnerships with the Broward School District, schools and/or programs. If proposer is not currently involved with partnerships, state if it has a desire to get involved.

#### **3.2.3 Financial Capacity - (Maximum 10 Points):** Proposer must provide the following information:

3.2.3.1 Audited Financial Statements – Copy of audited financial statement for each of the last three years.

#### **3.2.4 Scope of Services Provided – (Maximum 15 Points):**

3.2.4.1 Provide a detailed narrative how your institution can provide the following services: 1) on-line stop payment capabilities, 2) wire transfers initiated by the customer from the micro station, 3) cash forecasting with interface to actual account activity, 4) investment record keeping and sorting features by maturity date, 5) type of investment, 6) source institution and date, 7) downloading of ledger balances to a micro station.

3.2.4.2 Describe the services your institution is able to provide for the payment to vendors through the automated Clearinghouse by means of electronic funds transfer.

3.2.4.3 Describe how your bank would administer a Direct Payroll Deposit Program. State whether there would be limitations as to participating financial institutions. State in what form your firm would require information regarding SBBC employees and their respective account numbers, payroll amounts and identification numbers.

3.2.4.4 Provide a dollar amount of credit your institution would be able to extend to SBBC on a short term basis through promissory note or loan or credit if SBBC decides to avail itself of such services from your institution. The loan funds may be provided either directly by your institution or by your institution as the lead bank with other participating banks.

3.2.4.5 Describe any enhanced services your institution provide in your account relationship with individual schools internal funds such as reduced minimum balance requirements, reduced service charges, etc. Services described would be recommended to individual school administrators, **however**, no guarantee is given as to the number of account, type of accounts, amount on deposit, etc. Also, cost associated with these services will be borne by the individual schools involved and in no way should be construed as being or be made a part of SBBC overall account relationship with your bank.

3.2.4.6 Describe any new financial services, plans or practices deemed to be in the best interests of SBBC, not otherwise addressed in this proposal.

### **3.0 PROPOSAL SUBMITTAL FORMAT (Continued)**

3.2.5 **M/WBE Information (Maximum 15 Points):** SBBC has a Minority/Women Business Enterprise (M/WBE) program. A M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact the School Board's M/WBE Office at (954) 760-7470.

3.2.5.1 **M/WBE Certifications (Maximum 7 Points):** Is your firm a certified (Minority/Women Business Enterprise) M/WBE firm by SBBC or is your firm a certified M/WBE firm by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time.

- **If yes**, provide certification number: \_\_\_\_\_
- **If no**, identify the M/WBE firm or firms who will be working with you on this engagement and respond to 3.2.3.2 and 3.2.3.3 below. At a minimum, include the following for each M/WBE submitted.

3.2.5.1.1 Indicate the extent and nature of the M/WBE's work with specificity, as it relates to the services as described in this RFP, including the percentage of the total costs which will be received by the M/WBE firm in connection with this proposal. (See Attachment C3.)

3.2.5.1.2 The awardee will be required to submit a monthly M/WBE Utilization Report (see Attachment C1) which will track payments to M/WBE(s). This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE. State your willingness to comply with this requirement.

**NOTE:** Awardee must provide the M/WBE Office a 30 day written notice for substitution of an M/WBE vendor.

3.2.5.2 **Staff Diversity (Maximum 4 Points):** Provide staff diversity information by completing and submitting Attachment C2.

3.2.5.3 **Community Outreach (Maximum 4 Points):** Proposer shall submit evidence of its involvement in the minority community. Such evidence may include, but not be limited to, minority sponsored events, purchases made from minority companies, scholarship funds targeting minority students, financial contributions and/or providing other corporate resources for minority community projects.

3.2.6 **Cost of Services (Maximum 40 Points):** For Group 1, it is necessary for proposer to submit an individual monthly cost for each item in a group listed on the Cost Proposal Sheet. Proposer is also required to submit, for Group 2 the Now Account Interest Rate for each item listed in that group (See Attachment B).

Distribution of points will be as follows:

3.2.6.1 Monthly Cost (Maximum 30 Points)

Distribution of points will be calculated by dividing the total monthly Cost (Group A, Items 1 – 9, inclusive) offered by each proposer by the lowest Total Monthly Cost submitted. That percentage will be multiplied by the maximum amount of points allotted for the criteria. For example, Proposer A submits the lowest Total Monthly Cost of \$10,000 and Proposer B submits a cost of \$15,000. Therefore, Proposer A would receive 30 points, which is the maximum number of points allotted for the criteria. Proposer B would receive 20 points based on the following:  $(\$10,000/\$15,000) = 67\% \times 30$  minimum points = 20 points received. Fractions of points will be rounded to the nearest whole point value, where feasible.

3.2.6.2 Now Account Interest Rate (Maximum 10 Points)

Distribution of points will be calculated in the same manner as the Total Monthly Cost, only using the Total Unadjusted Rate Plus OR Minus Adjusted Rate. The highest interest rate will receive the maximum amount of points allotted.

#### **4.0 EVALUATION OF PROPOSALS**

- 4.1 **EVALUATION CRITERIA:** The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate all proposals received according to the following criteria as outlined in Section 3.0.

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM ALLOWABLE POINTS</b>
Proposer Qualifications	10
Proposer Experience	10
Proposer Financial Capacity	10
Scope of Services	15
Cost of Services	40
Minority/Women Business Participation	15
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

- 4.2 **COMPLETENESS OF PROPOSAL:** Proposer's failure to respond, provide detailed information or to provide requested proposal elements may result in the reduction of points in the evaluation process or may result in rejection of proposal submitted.
- 4.3 **CLARIFICATIONS:** The Committee, during the evaluation process, reserves the right to ask questions of a clarifying nature once proposals have been opened, interview any or all proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. However, no submittals made after proposal due date amending or supplementing the proposal shall be considered.
- 4.4 **DETERMINATION OF AWARD RECOMMENDATION:** Based upon the outcome of the evaluation of proposals, the Committee will recommend the highest-ranked proposer, achieving 75% or more of total allowable evaluation points, to the School Board for final consideration and award. This recommendation is contingent upon successful completion of agreement as stated in Section 4.4.1.
- 4.4.1 **SUPPLEMENTAL AGREEMENT:** SBBC reserves the right to further negotiate any term, condition, cost or other portion of RFP only with top-ranked proposer(s). In the event that an agreement is deemed necessary, at the sole discretion of the Committee, Board or both, the Committee will begin negotiations with the top-ranked proposer(s). In the event that mutually agreeable negotiations cannot be reached, the Committee, Board or both may negotiate with the next ranked proposer, and so forth. An impasse may be declared by the Committee, Board or both at any time. Any agreement (see Attachment D, Sample Agreement) resulting from these negotiations must be approved by the School Board Attorney, must be governed by the laws of the State of Florida, and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. The School Board Attorney approved agreement will be submitted to Board for approval.

## **5.0 SPECIAL CONDITIONS**

### **5.1 AWARDEE ACCOUNTING RECORDS AND RIGHT TO AUDIT PROVISIONS:**

5.1.1 Awardee records which shall include but not be limited to accounting records, payroll time sheets, audited and unaudited financial statements to substantiate overhead rates, written policies and procedures, Sub-Consultant files (including proposals of successful and unsuccessful Sub-Consultants), original estimates, estimating worksheets, computer records, disks and software, videos, photography, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations), fees, reimbursable services, etc. as they may apply to costs, matters or items associated with this contract.

5.1.2 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by Owner to Awardee pursuant to this contract. All costs which the Consultant is unable to provide support or documentation to substantiate that it was incurred as represented by the original estimated breakdown of cost or found not to be in compliance with provisions of this contract, shall be reimbursed to the Owner.

5.1.3 Owner's agent or its authorized representative shall have access to the Awardee facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. Owner's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

5.1.4 Awardee shall require all Sub-Consultants and insurance agents, to comply with the provisions of this article by insertion of the requirements hereof in any written contract Agreement. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related costs from amounts payable to the Awardee pursuant to this contract.

5.1.5 If an audit inspection or examination in accordance with this article, discloses overcharges (of any nature) by the Awardee to the Owner in excess of ten (10%) percent of the total contract billings, the actual cost of the Owner's audit shall be paid by the Awardee .

5.2 **JOINT VENTURES:** In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

## 5.2 INSURANCE REQUIREMENTS:

Proof of the following insurance will be furnished by any awardee to the Board by Certificate of Insurance within 15 days of notification by SBBC. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy.** The insurance information must be submitted on an insurance carrier's Certificate of Insurance.

5.2.1 General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

5.2.2 Professional Liability insurance with limits of not less than \$1,000,000 per occurrence.

5.2.3 Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.

5.2.4 Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

5.3 **ADDITIONAL SERVICES:** SBBC reserves the right to negotiate, only with awardee, additional services related to the scope of this RFP in accordance with the unit costs offered in Cost Proposal Sheet. In the event that SBBC requires additional services from awardee, an agreement will be negotiated to be presented to the Board for final approval.

## **6.0 SPECIFICATIONS AND REQUIREMENTS**

- 6.1 **VOLUME OF WORK:** No warranty or guarantee is given or implied as to the types or quantities of services that will be actually required. The quantities stated on the Proposal Summary (Page 12 and 13) are estimates of one month's requirements and are for cost comparison only.

SBBC currently maintains five demand deposit accounts, some of which require special services that are detailed in other sections of this proposal. Listed below are the names of the major accounts.

### **Account Name**

Payroll

Food and Nutrition Services

Treasurer's Pool

Disbursement

Student Financial Aid

In addition, SBBC reserves the right to establish demand deposit accounts in other banks, or provide for additional services from other banks, if SBBC deems necessary.

**DEPOSITS:** The School Board presently has 250 locations that make deposits into the Food and Nutrition Services Account. Deposits will be delivered to the main branch or money center of the bank via armored car service under contract with SBBC.

- 6.2.1 SBBC will present with each deposit, one copy of the deposit slip. The bank will return to SBBC, one validated deposit slip via the bank's courier. Bulk coins will be deposited on a daily basis the same as regular deposits. The approximate daily volume of bulk coin deposits is \$30,000. The bank will recount and forward any adjustment information to SBBC Treasurer's office by written confirmation. Coin deposits must be counted and documented during the business day received, or the following day if received after the cutoff time established by the bank.
- 6.2.2 Deposits for the Food and Nutrition Services Account will be identified by individual school location number and must be reflected as such in bank's computer for daily and monthly deposit reconciliation. (See Computer and Imaging Services: Page 14)
- 6.2.3 The bank will make one attempt to re-deposit any deposited checks returned because of insufficient or uncleared funds. Checks that are still "uncollectible" after initial re-deposit will be returned to SBBC for processing.
- 6.2.4 Deposits will be collateralized as per Florida Statutes, Chapter 280.

## **6.0 SPECIFICATIONS AND REQUIREMENTS (Continued)**

### **6.2 DEPOSITS (Continued):**

6.2.5 The bank will furnish SBBC an availability of funds schedule for the clearing of deposits. The schedule shall contain the latest time of the day for deposits to incur the least number of days for clearing each of the following deposit items:

6.2.5.1 Cash

6.2.5.2 Checks drawn on:

6.2.5.2.1 The selected bank ("on-us" items).

6.2.5.2.2 Banks clearing through the Miami Branch of the Federal Reserve Bank of Atlanta.

6.2.5.2.3 Banks clearing through the Jacksonville Branch of the Federal Reserve Bank of Atlanta.

6.2.5.2.4 Banks clearing directly through the Atlanta Federal Reserve Bank or its other branches.

6.2.5.2.5 Banks clearing through other Federal Reserve Banks.

6.2.5.3 Checks issued by the State of Florida.

6.2.5.4 Checks issued by the U.S. Government.

It is anticipated that the schedule would contain no more than three days as the longest clearing time since the Federal Reserve guarantees three day clearing. The selected bank will be required to provide SBBC with the routing numbers and bank names which clearly indicates those banks which clear through each of the areas enumerated under items 6.2.5.2.2, 6.2.5.2.3, and 6.2.5.2.4 above.

### **6.3 DEPOSIT SLIPS, CHECKS AND OTHER SUPPLIES:**

6.3.1 The bank will provide all deposit slips in pads, in triplicate, including deposit slips for the Food and Nutrition Services Account that are identified by individual school locations.

6.3.2 The bank will provide money/coin wrappers, other supplies, and deposit bags in sizes and quantities as may be required to allow SBBC to perform normal deposit activities and other banking functions. Checks will be obtained by SBBC using competitive bidding procedures.

6.4 **STOP PAYMENT:** Stop Payment orders will be issued to the bank by telephone or by personal computer. Upon receipt of the order by personal computer, the bank will immediately examine their records and inform SBBC as to whether the check has been cashed. If the bank finds that the check has been cashed, the bank will immediately forward SBBC a copy of the cashed instrument. A cancellation of a Stop Payment order will be processed as above. The bank shall be responsible for any items cashed if said item was confirmed as a Stop Payment.

6.5 **WIRE TRANSFER:** The bank will provide same day wire transfer service from SBBC accounts and accept transfers into SBBC accounts with immediate credit. The bank will immediately notify SBBC Treasurer's office when wire transfers are received and will indicate all information included in the telex message. Written confirmation of incoming and outgoing wire transfers shall be delivered to SBBC by the next working day following the day of transfer. Liability resulting from lack of notification will be the responsibility of the bank.



## **6.0 SPECIFICATIONS AND REQUIREMENTS (Continued)**

- 6.6 **OVERDRAFTS:** SBBC will deposit funds equal to or exceeding the gross amount of checks issued. However, if due to a clerical error, an overdraft condition occurs, all checks presented for payment shall be paid. The bank will notify SBBC Treasurer's office immediately so corrective action can be taken.
- 6.7 **COMPUTERIZED TERMINAL ACCESS:** All demand accounts must be computerized to enable SBBC to review, on a daily basis, checks and deposits or other debit and credit memos processed, as well as ledger balances. The bank will provide account access via personal computers at SBBC Administrative offices and any interconnecting telephone lines for on-line inquiry of account data in the bank's computer.
- 6.8 **ACCOUNT STATEMENTS:** The bank will furnish account statements to SBBC by the 10th calendar day of the month for the preceding month's activity. The cutoff date for statement purposes will be the last day of each calendar month. The account statements will be accompanied by validated deposit slips (sorted by school location for Food and Nutrition Services Account), canceled checks sorted in numerical order, debit/credit memos, advises of wire transfer, advises of charges and credits on investment activity and advises for any other transactions.
- 6.9 **COMPUTER AND IMAGING SERVICES:**
- 6.9.1 The bank will provide SBBC, on a monthly basis, the following printouts; (1) listing of outstanding checks in check number order and in ascending amount order, (2) listing of current month checks paid by date cleared. One set of printouts will be required for the payroll account and one set for the disbursement account. SBBC will provide the bank, in an appropriate format, magnetic tapes of checks issued from these two accounts.
  - 6.9.2 The bank will provide SBBC, for the Food and Nutrition Services Account, the following special services; printout of deposits processed identified by date and summarized by school location on a daily basis. On a monthly basis, furnish an account statement with a month end cut-off date, reflecting all deposits made, credit and debit memos processed, identified by school location.
  - 6.9.3 The bank will provide SBBC the image of all checks paid and deposit slips posted to SBBC demand accounts. The image index should identify checks by account number and arranged in numerical sequence by check number, and deposits indexed by account number in deposit date order.
  - 6.9.4 All of these computer and imaging services listed in 6.9.1, 6.9.2 and 6.9.3 must be delivered to SBBC by the 10th calendar day of the month for the preceding calendar month's activity for monthly requests or by the 3rd working day for weekly requests.
- 6.10 **COURIER SERVICE:** The bank will provide a daily courier service for same day deposit between the bank and SBBC Administrative Offices for the pick-up of deposits, delivery of receipt deposit tickets, pick-up/delivery of magnetic tapes and any other bank correspondence.
- 6.11 **INVESTMENTS AND SAFEKEEPING SERVICES:**
- 6.11.1 The bank will serve as SBBC's agent for certain safekeeping activities. When securities are purchased, either directly or under repurchase agreements from other institutions or brokers, the bank will control these securities via their own safekeeping department or by book entry with the Federal Reserve Bank of Miami. All transactions will be handled on a "delivery vs. payment" basis.

## **6.0 SPECIFICATIONS AND REQUIREMENTS (Continued)**

### **6.11 INVESTMENTS AND SAFEKEEPING SERVICES (Continued):**

- 6.11.2 SBBC will arrange third party safekeeping, with another financial institution, when securities are purchased either directly or under repurchase agreements from the bank. The bank agrees to negotiate a "Master Repurchase and Custodial Agreement" to be executed between SBBC, the bank and third party financial institutions selected by SBBC. Costs associated with this agreement will be paid for by SBBC directly.
- 6.11.3 The interest rate established for the NOW Accounts shall be determined from the average weekly Federal Funds Rate for the previous week as published in the Monday or Tuesday edition of the Wall Street Journal, and shall remain in effect until a new average rate is published. The bank is to indicate their rate offer on the Proposal Summary (Attachment B, Page 3 of 3), as follows:
- 5.11.3.1 Unadjusted from the average weekly Federal Funds Rate or,
  - 5.11.3.2 Adjusted as an addition to the average weekly Federal Funds Rate (e.g., plus 25 basis points) or,
  - 5.11.3.3 Adjusted as a reduction to the average weekly Federal Funds Rate (e.g., minus 25 basis points).
- 6.11.4 SBBC reserves the right to purchase investments through any other financial institution or broker it deems appropriate, including the official depository bank.
- 6.11.5 Investments will be purchased and/or liquidated only upon written instructions or telephone instructions prior to written confirmation from SBBC Treasurer or designee.
- 6.11.6 Investment transactions will be completed on the same day as written instructions or telephone instructions prior to written confirmation from SBBC Treasurer or designee.
- 6.11.7 The bank will provide, as of the last day of each month, a detailed listing of securities held in safekeeping including each security's description and its current market value.
- 6.12 **PAYROLL CHECK CASHING:** The bank will cash payroll checks for SBBC employees, at no charge, upon presentation of a School Board of Broward County Identification Card. Employee personal account relationship will not prevent the employee from cashing a payroll check issued by SBBC.
- 6.13 **CONTINUOUS SERVICE:** The depository bank will have and maintain sufficient staff to support the requirements of the relationship on a continuing basis without interruption of service. Severe or repeated breakdown of service will be cause for cancellation of the agreement.
- 6.14 **ACCESS TO RECORDS:** SBBC or its authorized representatives, shall have access to the books and records maintained by the bank with respect to such SBBC bank accounts at all reasonable times including the inspection or copying of such books and records and all memoranda, checks, correspondence, or documents appertaining thereto. Such books and records shall be preserved by the bank for a period of three years after the closing of the bank accounts.

## **7.0 GENERAL CONDITIONS**

- 7.1 **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this RFP.
- 7.2 **IRREVOCABILITY OF PROPOSAL:** A proposal may not be withdrawn before the expiration of 90 days from the date of proposal opening.
- 7.3 **INFORMATION NOT IN RFP:** No verbal or written information which is obtained other than by information in this document or Addenda to this Request for Proposal shall be binding on SBBC.
- 7.4 **PROPOSAL PUBLIC RECORD:** Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 7.5 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Services offered must be in compliance with RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in:
- 7.5.1 For a period of two years, any RFP submitted by proposer will not be considered and will not be recommended for award.
- 7.5.2 All departments being advised not to do business with vendor.
- 7.6 **APPLICABLE LAW:** This RFP and any agreement resulting from it shall be interpreted and construed according to the laws of the State of Florida.
- 7.7 **GOVERNING LAW:** This RFP, and any award(s) resulting from this RFP, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.8 **LEGAL REQUIREMENTS:** Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the goods or services covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.
- 7.9 **ADVERTISING:** In submitting an RFP, proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 7.10 **PAYMENT:** A purchase order will be released after award by SBBC for any services to be performed as a result of the RFP. Payment will be provided after services are in compliance with all the conditions of this RFP.
- 7.11 **EXPENDITURE:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed with any awardee(s) as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 7.12 **CONFLICT OF INTEREST:** The award of this RFP is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of SBBC.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.13 **PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.14 **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this RFP (if applicable); then
  - Addenda released for this RFP, with the latest Addendum taking precedence; then
  - the RFP; then
  - awardee's proposal.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.
- 7.15 **OSHA:** The proposer warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.16 **ANTI-DISCRIMINATION:** The Vendor certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
- 7.17 **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where proposers are required to enter or go onto School Board property to deliver materials or perform work or services as a result of award, the proposer agrees to The Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract.
- 7.18 **BILLING INSTRUCTIONS AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
- 7.19 **RFP ABSTRACTS:** Proposers desiring a copy of RFP tabulation may request same by enclosing a self-addressed, stamped envelope with proposal.
- 7.20 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.21 **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this RFP. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this RFP upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

## **7.0 GENERAL CONDITIONS (Continued)**

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

### **CERTIFICATION**

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

- 7.23 **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. SBBC's M/WBE program has an overall minority/women participation goal of 22%. A M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women. If the proposer is a Certified M/WBE by SBBC or by the State of Florida, Office of Supplier Diversity, Department of Management, **proposer should indicate its certification number in its proposal.**

**For information on M/WBE Certification, or to obtain information on location certified M/WBE, contact the School Board's M/WBE Office at 954-760-7470.**

To receive evaluation credit for M/WBE participation, the proposal shall identify the specific certified M/WBE which will be utilized. The specific elements of work each M/WBE will be responsible for performing and the dollar value of the work, as the percentage of the total contract value must be provided.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.24 **PROTESTING OF RFP CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the RFP or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this RFP, or any Addenda released thereto. Receipt of a copy of this RFP, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the school district administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

- 7.25 **POSTING OF RFP RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Purchasing Department on September 19, 2003 at 3:00 p.m., and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Purchasing Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the RFP tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this RFP. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the school district administration is closed. No submissions made after the proposal opening amending or supplementing the proposal shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protect**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract or \$5,000, whichever is less, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding.

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.26 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.
- 7.27 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Purchasing Department.
- 7.28 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the proposer, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for immediate cancellation. SBBC reserves the right to terminate any contract resulting from this RFP at any time and for no reason, upon giving 30 days prior written notice to the other party.
- 7.29 **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the RFP opening because of a disability must contact the Equal Educational Opportunities Department at 954-765-6187 or TDD 954-765-6188.
- 7.30 **INDEMNIFICATION:**
- 7.30.1 By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- 7.30.2 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 the VENDOR, its agents, servants or employees; the equipment of the 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 the VENDOR, SBBC or otherwise.
- 7.31 **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC.

**Each individual for whom a SBBC photo identification badge is requested will be required to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$67.00. Fingerprinting and FBI check is \$52.00 and must be in the form of a money order made payable to Fingerprinting Services, LLC or credit card payment may be made via the internet at <http://www.flprints.com> or by calling 877-357-7456. The photo identification badge is \$15.00 payable to The School Board of Broward County in the form of a money order or company check. These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**

## **7.0 GENERAL CONDITIONS (Continued)**

- 7.32 **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- 7.32.1 For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 7.32.2 For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups ( e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 7.32.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.
- 7.32.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- 7.32.5 Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- 7.32.6 The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 7.33 **CONTACT AFTER PROPOSER'S SUBMITTAL:** Any proposer or a lobbyist for a proposer is prohibited from having any communication concerning this RFP or any response with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the submittal of their proposal and prior to the contract being awarded with the exception of communications with the office of the Director of Purchasing, unless so notified by the Purchasing Department. A proposal from any firm will be disqualified when the proposer or a lobbyist for the proposer violates this condition of the RFP.
- 7.34 **GRATUITIES:** Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of this proposal.
- 7.35 **PREPARATION COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any proposer for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any proposer.



## 7.0 GENERAL CONDITIONS (Continued)

### 7.36 ACCEPTANCE AND REJECTION OF PROPOSALS:

- 7.36.1 **Acceptance:** All proposals properly completed and submitted will be considered by SBBC. However, SBBC reserves the right to request additional information, reject any or all proposals that do not meet all mandatory requirements, or any or all proposals may be rejected when there are sound, documented business reasons that serve the best interest of SBBC.
- 7.36.2 SBBC also reserves the right to waive irregularities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the proposer from full compliance with the RFP specifications and other contract requirements if the proposer is awarded the contract.
- 7.36.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:
- 7.36.3.1 The proposal is time-stamped at the Purchasing Department after the deadline specified in the RFP.
  - 7.36.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** as defined in Subsection 3.4 (see Section 1.0).
  - 7.36.3.3 Failure to respond to all subsections within the RFP.
  - 7.36.3.4 Proof of collusion among proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.
  - 7.36.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind which make the proposal incomplete, indefinite, or ambiguous as to its meaning.
  - 7.36.3.6 The proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

7.37 **WITHDRAWAL OF RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the proposal opening.

7.38 **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.

7.39 It is the sole responsibility of the **PROPOSER** to assure it has received the entire proposal and any and all Addendum.

7.40 It is the sole responsibility of the **PROPOSER** to assure that its proposal is time stamped in the **PURCHASING DEPARTMENT on or before 2:00 p.m.** on the date due.

7.41 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.

7.42 No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

7.43 The Committee and/or SBBC reserves the right to waive irregularities or technicalities in proposals received.

# **ATTACHMENT A**

- A1 M/WBE Utilization Report**
- A2 Employment Diversity Statistics**
- A3 M/WBE Participation**

The School Board of Broward County, Florida  
Minority/Women Business Enterprise Division  
600 SE 3rd Avenue, 8th Floor  
Ft. Lauderdale, FL 33301

954-760-7470  
954-765-6974 FAX

Monthly M/WBE Utilization Report

1. Reporting Period From: Reporting Period To:

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

Prime Vendor Information

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
RFP Number:					
RFP Title:					

MINORITY/WOMEN BUSINESS ENTERPRISE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title:

Phone # ( )

Date:

# Employment Diversity Statistics

Provide the following employment diversity statistics by completing the chart below.

JOB CATEGORIES	TOTAL	NON-HISPANIC WHITE		NON-HISPANIC BLACK		HISPANIC		ASIAN		AMERICAN INDIAN/ ALASKA NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craft Workers (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
<b>% of Total Workforce</b>											

**M/WBE PARTICIPATION**

Complete the following information on the proposed M/WBE participation on this contract.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation	Actual Amount to be expended with M/WBE
Firm Name:  Contact Person:  Address:   Telephone No.:  Facsimile No.:  M/WBE Certification No.:			
Firm Name:  Contact Person:  Address:   Telephone No.:  Facsimile No.:  M/WBE Certification No.:			
Firm Name:  Contact Person:  Address:   Telephone No.:  Facsimile No.:  M/WBE Certification No.:			

**ATTACHMENT B**

**COST PROPOSAL SHEET**

**COST PROPOSAL SHEET**

		<b><u>Average Monthly Units</u></b>	<b><u>Unit Cost</u></b>	<b><u>Monthly Cost</u></b>
<b><u>Item 1:</u></b>	<b><u>General Service</u></b>			
	Checks Paid	27,300		
	Deposits	50		
	Deposit Items – Charged Back	100		
	Security Safekeeping Maintenance	1		
	BR – Cash Deposit Fee	40		
	BR – Deposit Correction	10		
	Armored Car – Courier Service	1		
	Account Maintenance	5		
	Two-Year Stop Payment	2		
	Deposited Items	2,900		
<b><u>Item 2:</u></b>	<b><u>ACH Services</u></b>			
	ACH File Processed	15		
	ACH Block Transactions	1		
	ACH Deposits	75		
	ACH Maintenance	1		
	ACH Items Originated	46,400		
	ACH Returns	375		
	ACH Reversal Requests	45		
	ACH Notifications of change	75		
<b><u>Item 3:</u></b>	<b><u>EDI Services</u></b>			
	Receivables/PMT Reporting FAX Report	15		
	Returns Reporting Faxed Reports	15		

COST PROPOSAL SHEET

		<u>Average Monthly Units</u>	<u>Unit Cost</u>	<u>Monthly Cost</u>
<u>Item 4:</u>	<u>Imaging Services:</u>			
	Imaged Check Per Item: Check Delivered	24,175		
	Paid Check Image: CD Rom Per Item	24,225		
	Paid Check Image: CD Rom Per CD	2		
<u>Item 5:</u>	<u>PC Banking Services:</u>			
	Stop Payments	100		
	Inquiries	30		
	Package	1		
	Package Accounts	1		
	Package DL Items	3,375		
	Package Book Transfer	10		
<u>Item 6:</u>	<u>Cash Services – Money Center</u>			
	Disposable Bags Processed	3,200		
	Coin Currency Orders	40		
	Rolled Coin Provided	1,400		
	Deposit Corrections	40		
	Cash Deposit Processing	15,475		
<u>Item 7:</u>	<u>Reconciliation Services</u>			
	Deposit Reconciliation Per Deposit	3,825		
	Deposit Recon Monthly Maintenance	1		
	Full Reconciliation Per Item	26,550		
	Postage Per Item Federal Express	19,175		
	Deposits	3,825		



**COST PROPOSAL SHEET (Continued):**

		Average Monthly Units	Unit Cost	Monthly Cost
Item 8:	Wire Transfer Services:			
	Funds Book Transfer	5		
	Outgoing Repetitive	25		
	Incoming Wire	15		
	Outgoing Non-Repetitive	10		
Item 9:	Zero Balance Accounting			
	Master Account Maintenance	1		
	Sub Account Maintenance	2		

**TOTAL GROUP A (Items 1 through 9)..... %**

Group B:	<b>Now Account Interest Rate:</b> Indicate the rate offer which will be used for Now Account deposits as detailed on Page 15, 6.11.3		
	Unadjusted rate:	_____	
	Adjusted rate:		
	Plus number of basis points	_____	
	OR		
	Minus number of basis points	_____	

TOTAL "1" Unadjusted Rate plus OR	
Minus "2" Adjusted Rate .....	%

# **ATTACHMENT C**

## **SAMPLE AGREEMENT**

# SAMPLE AGREEMENT

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between

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

and

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

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

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

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) 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 **[Select a Descriptive Title]**. [Use sections such as 2.01 to specify the duties, responsibilities and obligations each party is to have under the Agreement].

2.02 **[Select a Descriptive Title]**. [You may use as many of these sections as needed to express the parties’ duties, responsibilities and obligations].

**[You need to conclude Article 2 with an indemnification clause.]**  
**[If the other party is a Government Agency, use this indemnification clause:]**

2.\_\_\_\_ **Indemnification.** Each party agrees to be fully responsible for its acts of negligence, or its agent’s acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

*[If the other party is an individual, partnership or private corporation,  
use this indemnification clause:]*

2. **Indemnification.**

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

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

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

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 manner arising out of any contract.

3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled by either party during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** 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.

3.06 **Entire 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.

3.07 **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.

3.08 **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advise 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.

3.09 **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. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **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.

3.11 **Governing Law.** 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. By entering into this Agreement, each party hereby expressly waives any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.

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

3.13 **Assignment.** Neither this Agreement or 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.

3.14 **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.

3.15 **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.

3.16 **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **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:

\_\_\_\_\_  
Name of District Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

To [Insert Name]:

\_\_\_\_\_  
Name of Other Party

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

With a Copy to:

\_\_\_\_\_  
Name to be Provided by School

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

3.18 **Captions**. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 **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.

*[3.20: This provision should be added to any contract that calls for the payment of funds by the school district]*

3.20 **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 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.

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

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Lois Wexler, Chair

\_\_\_\_\_  
Franklin L. Till, Jr., Superintendent of  
Schools

Approved as to Form:

\_\_\_\_\_  
School Board Attorney

***[If the other party is a corporation or agency, use this signature page]***

**FOR *[Insert Name of other partyhere]***

(Corporate Seal)

\_\_\_\_\_  
[Insert Name of other party here]

ATTEST:

By \_\_\_\_\_  
Name and Title

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

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness