



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

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February 16, 2024

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): RFP25-001 – Professional Auditing Services**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for **Professional Auditing Services**. Any questions regarding this RFP should be addressed to **Ms. Belinda Defoor** in writing via e-mail to Belinda.defoor@browardschools.com. **Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer, or lobbyist for a proposer, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.**

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

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

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)

SBBC has implemented a Small/Minority/Women Business Enterprise (S/M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before submission of the bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <https://www.browardschools.com/Page/58686>

- **NON-MANDATORY PROPOSER'S CONFERENCE**

A Proposers' Conference will be held on (**SEE SECTION 2.0 – CALENDAR**) **beginning at 9:00 am**. Representatives from all interested companies are encouraged to attend. (See Section 3.3)

- **REQUIRED RESPONSE FORM**

Section 1.0 Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0 SBBC reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in Section 4.

- **DUE DATE**

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

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 9.0 - Statement of "No Response"** and return via e-mail to Belinda.defoor@browardschools.com. Your response to the Statement of "No Response" is very important to Procurement & Warehousing Services when creating future RFPs.

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

Ms. Belinda Defoor
Purchasing Agent III

REQUEST FOR PROPOSALS (RFP)

RFP25-001

Professional Auditing Services



RFP Release Date: **SEE SECTION 2.0 - CALENDAR**

Non-Mandatory Proposer's Conference **SEE SECTION 2.0 - CALENDAR**
Section 3.3

Written Questions Due: On or Before 5:00 p.m. ET
SEE SECTION 2.0 - CALENDAR
in Procurement & Warehousing Services Department

Proposals Due: * On or Before 2:00 p.m. ET
SEE SECTION 2.0 - CALENDAR
in Procurement & Warehousing Services Department

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

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

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

PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your proposal (vendor's response to this RFP) includes items and are completed as instructed.

Item #	Proposal Response Item	Located on RFP Page #	Completed?	Located in Proposal on Page #
1	Section 1.0 – Required Response Form	5	<input type="checkbox"/>	
2	Section 4.2.1 – Minimum Eligibility – Response Required – Sections 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7	11-12	<input type="checkbox"/>	
3	Section 4.3.2, Scope of Work – Provide your firm's ability to comply with each item.	15-16	<input type="checkbox"/>	
4	Attachment A: SDOP Forms, if applicable	38	<input type="checkbox"/>	
5	Attachment B: Conflict of Interest Form	41	<input type="checkbox"/>	
6	Attachment C – Certificate of Debarment Form	41	<input type="checkbox"/>	
7	Attachment D - References	44	<input type="checkbox"/>	
8	Attachment F – Drug-Free Workplace Form	46	<input type="checkbox"/>	
9	Attachment G – W-9 Form	47	<input type="checkbox"/>	

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	The School Board of Broward County, Florida PROCUREMENT & WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	REQUEST FOR PROPOSAL (RFP)
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DUE DATE: This proposal must be submitted to the Procurement & Warehousing Service Department , The School Board of Broward County, Florida, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 on or before 2:00 p.m. Eastern Time (ET): March 21, 2024 and plainly marked with the RFP number and title. Proposal(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.	RFP NO.: RFP25-001	RELEASE DATE: 2/16/2024	PURCHASING AGENT: Name: Ms. Belinda Defoor Email: Belinda.defoor@browardschools.com
	RFP TITLE: PROFESSIONAL AUDITING SERVICES		

SECTION 1.0 – REQUIRED RESPONSE FORM
MUST BE COMPLETED BY ALL PROPOSERS

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.			
Proposer's (Company) Name:		"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.	
"Doing Business As", if applicable:		<input type="checkbox"/> Check this box if the address is the same as stated on the left.	
Address:		Address:	
City:		City:	
State:	Zip:	State:	Zip:
Telephone Number:		Proposer's Taxpayer Identification Number:	
Contact Person:		Contact Telephone Number:	
Contact Person's Email Address			

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 has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete, an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP), and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted.**

<hr/>	
Signature of Proposer's Authorized Representative	Date
<hr/>	
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative
<hr/>	
Please sign all originals in blue ink.	
THIS FORM MUST BE EITHER MANUALLY OR DIGITALLY SIGNED IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.	

SECTION 2.0 – CALENDAR

February 16, 2024	Release of RFP25-001
March 5, 2024	<p>*Non-Mandatory Proposer's Conference (See Section 3.3)</p> <p>IN-PERSON Meeting will be held at 9:00 AM - ET Procurement & Warehousing Services Department. 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704</p> <p>VIRTUAL MEETING Join the meeting now Meeting ID: 284 423 672 975 Passcode: 5c2PA9 Or call in (audio only) +1754-216-1864 Phone Conference ID: +1 754-216-1864,,769409297#</p>
March 8, 2024	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
March 21, 2024	<p>*Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704</p>
April 2, 2024	<p>*Evaluation Committee reviews proposals, negotiates and makes recommendation for award. Meeting to be held at:</p> <p>IN-PERSON Meeting will be held at 9:00 AM - ET Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704</p> <p>VIRTUAL MEETING Join the meeting now Meeting ID: 257 838 840 579 Passcode: kDdKvj Or call in (audio only) +1754-216-1864 Phone Conference ID: +1 754-216-1864,,45316216#</p> <p>Any questions asked by Committee Members to a specific Proposer about their proposal and negotiation(s) are closed door session(s) and are not open to the public per Section 286.0113(2), Florida Statutes.</p>
April 4, 2024	Posting of Recommendation @ 3:00 PM on Demandstar.com and Procurement & Warehousing Services Department.

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

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158. *Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

- 3.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires to receive proposals for **Professional Auditing Services** from licensed public accounting firm(s) to assist the Office of the Chief Auditor with professional auditing services as described herein. The firm(s) may be requested to perform services, including but not limited to, facility audits, general contractor audits, subcontractor payment audits, construction program oversight, site safety and security audits, technology audits, information systems audits, information security audits, operational and compliance audits of business/service departments, internal fund/accounts/activities of schools, forensic audits, consulting services, special investigations, follow-up engagements and process reviews, as requested.

A multiple award will be made in order to establish a pool of qualified firms. The number of recommended vendors shall be determined by the Evaluation Committee (See Section 5.0). Prior to the initiation of each audit assignment, Awardee(s) shall submit a Letter of Engagement to the Office of the Chief Auditor for review, approval and assignment. The Letter of Engagement shall include, but not be limited to, audit objectives, statement of deliverables, scope, approach, estimated time required to complete an assignment and total cost for the assignment. The Letter of Engagement, outlines the agreed upon procedures and scope of work, and must be signed by the Chief Auditor and Awardee(s), prior to commencing any auditing services. Services, when requested, must be responded to within fourteen (14) business days.

The Scope of Services provided by independent certified public accounting firms may include, but not be limited to, conducting progress payments, special payments, forensic and other facility-related audits which may consist of the following:

- Audit Consultants engaged by SBBC such as, architects, engineers, and construction managers;
- Audit Contractors, Design/Build Projects, Construction Management at Risk Projects, Joint Ventures and Turnkey Acquisition Program Developers engaged by SBBC; and
- Audit subcontractors and equipment suppliers to SBBC

Progress payment audits, for the purpose of this proposal, may consist of, but not be limited to:

- First payment audits; and
- Partial payment audits

Special payment audits, for the purposes of this proposal, may consist of, but not be limited to:

- Payments made pursuant to change orders and/or additional work;
- Final payments to consultants and prime contractors;
- Releases of retention on construction projects;
- Collection of reimbursable funds;
- Construction contract time extension requests;
- Liquidated damages claims;
- Construction Management at Risk pre-design and design phase fees; and
- Construction phase fees

Information technology audits and information systems and information security audits, for purposes of this proposal, may consist of, but is not limited to:

- General computer controls
- Application controls
- Penetration tests
- Intrusion tests
- Leading technology practices

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

Forensics audits services for the purpose of analyzing the books and records and policies, but not limited to:

- Investigation and research relating to questions regarding compliance with generally accepted accounting principles (GAAP).
- Factual investigation, including interviews and document reviews to determine compliance with all guidelines and requirements pertaining to all aspects of financial management as set forth by any federal program requirements, the State of Florida and District policies.
- Review of policies and procedures as they pertain to all aspects of the conduct and management, including but not limited to Financial Reporting, Conflict of Interest, Asset Misappropriation and Procurement.

Performance (Operational and Compliance) audit services for the purpose of the examination of evidence to provide an independent assessment of the performance and management of a program or function against objective criteria.

- May entail a broad or narrow scope of work, apply a variety of methodologies and involve various levels of analysis, research or evaluation.
- Summarized in a report with findings, conclusions and recommendations.
- May encompass a wide variety of objectives, including assessing program effectiveness and results, economy and efficiency, internal control, compliance with legal or other requirements or other analysis.
- Provide information to improve program operations and facilitate decision-making by parties with responsibility to oversee or initiate corrective actions and improve accountability.

SBBC reserves the right to increase the pool of awarded vendors, through a release of an additional solicitation, to provide the services included in the RFP each subsequent year (anniversary date) of the term of this contract, or at any time, or for an emergency release, if deemed necessary by SBBC. The proposals will be evaluated by an Evaluation Committee to determine their eligibility under the terms and conditions of this RFP. Subject to School Board approval, additional Proposers will be approved and added to the pool of currently awarded vendors. Regardless of the year a Proposer is added to the pool of awarded vendors in relation to this RFP, all awards will be terminated at the end of the contracted services.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Small, Minority, and Women Business Enterprises (S/M/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of S/M/WBE's participating in any award of this Proposal. To be considered for the greatest amount of evaluation points for S/M/WBE participation, the Proposer must provide significant information on the specific certified S/M/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each S/M/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified S/M/WBE's, refer to **Attachment A**.

3.2 Questions & Interpretations: Any questions concerning any portion of this RFP must be submitted, in writing, to Ms. Belinda Defoor, Procurement & Warehousing Services, via e-mail to Belinda.defoor@browardschools.com. Any questions that require a response that amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. (SEE SECTION 2.0 – CALENDAR) ET** of the date listed in Section 2.0 Calendar. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

- 3.3 **Non-Mandatory Proposer's Conference:** A Proposers' Conference will be held on **SEE CALENDAR SECTION 2.0**. 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. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 3.3 Questions and Interpretations. Any information given, by any party, at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers. **PLEASE BRING A COPY OF THIS RFP AND YOUR QUESTIONS WITH YOU TO THE MEETING.**

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding M/WBE participation.

- 3.4 **Contract Term:**

(a) The purpose of this RFP is to establish a contract commencing on **July 1, 2024, or date of award, whichever is later, and continuing through June 30, 2027**. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of the awarded contract to provide the original contract term, as stated herein. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

(b) When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions, and 180 calendar day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

- 3.5 **Price Adjustments:** Prices offered shall remain firm through the first three (3) years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

- 3.6 **Submittal of Proposal:** Submit proposals in accordance with Section 4.0. Proposals should be organized and shall include the necessary information to be in full compliance with this Section. To facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0, or that does not include any necessary information.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

- 3.7 **Evaluation & Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP, to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals which meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as “non-responsive”.**
- 3.8 **Evaluation & Award (continued)**
All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as “Committee”) based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Category a.) Experience and Qualifications and Category b.) Scope of Services. Category c.) Cost of services will be determined by mathematical calculation by the Procurement & Warehousing Services Department and Category d.) Minority/Women Business Participation will be evaluated and scored by the SBBC’s Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. **The number of firms to be recommended is solely at the discretion of the Evaluation Committee.**

[THIS SECTION IS LEFT INTENTIONALLY BLANK]

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

- 4.1 To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.
- 4.1.1 **Title Page**: Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.
- 4.1.2 **Table of Contents**: Include a clear identification of the material by section and by page number.
- 4.1.3 **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.
- 4.1.4 **Required Response Form**: (Section 1.0 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **Other Names**: Identify any other or former name(s) under which the Proposer is currently operating under or under which it has previously operated.
- 4.1.6 **Notice of Provision**: Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title: _____

Mailing Address: _____

Email: _____

With a Copy To:

Name/Title: _____

Mailing Address: _____

Email: _____

- 4.2 **Minimum Eligibility Requirements**: SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2. Only those proposals that meet the Minimum eligibility requirements shall be submitted to the Evaluation Committee for further evaluation. To be considered for an award and to be further evaluated, Proposer must meet or exceed the following criteria as of the proposal opening date. **Failure to provide or clearly state the information requested below will result in the rejection of the proposal as non-responsive and render it ineligible for award under this RFP.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

- 4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☐ Yes ☐ No **Do not check both boxes.**
Failure to agree to the requirements of Section 7.1 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

- 4.2.2 Proposer must meet or exceed the requirements of Section 6.3, **Minimum Insurance Requirements**. Will your company meet or exceed the requirements as written in Section 6.3 for this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**
- 4.2.3 Complete (execute), sign the document, and return with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**
- 4.2.4 Complete (execute), sign the document, and return with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**
- 4.2.5 Proposers must provide a statement indicating that their firm has performed continuous professional auditing services for the government sector for **a minimum of five (5) years**. Proof may be provided with letters of reference that state the term (years) of service(s) and the type of service(s) performed.
- 4.2.6 Proposer must provide a copy of the lead auditor's name and current (active) Certified Public Accounting (CPA) license that meets Section 473.308, Florida Statutes. **An expired or revoked license shall reject the entire proposal received.**
- 4.2.7 Proposer must provide a statement indicating that the firm is a licensed public accounting firm **certified by the State of Florida under Section 473.3101, Florida Statutes**. Proposer shall provide the current license number issued by the Florida Department of Business & Professional Regulation and is in good standing with this department.
- 4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating the submitted proposals. Proposers are requested to respond in the format and organizational structure specified in this RFP, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5.0) that may be awarded for each section are stated in this RFP. Failure to respond or the provision of incomplete responses of the RFP evaluation criteria will result in zero or the reduced allocation of points for such evaluation criteria and may cause a proposal to be non-responsive and ineligible to an award under this RFP.
- 4.3.1 **Proposer's Experience & Qualifications – (Maximum 30 allowable points):**
- 4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.
- 4.3.1.2 **Business Information:** Proposer shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The proposer shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business, changes in ownership, bank references, and other information to verify financial responsibility.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **Evaluation Criteria – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.1 **Proposer’s Experience & Qualifications (continued)**

4.3.1.2 **Business Information (continued):**

- A. Size of the organization. Show the personnel structure (flow chart) of your organization.
- B. The number of years in business.
- C. The number of years of experience providing professional auditing services.
- D. **Florida Businesses:** Designation of the legal entity by which the business operates and documentation from the appropriate state’s agency confirming the firm’s legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). Proposers who are required to be registered, if you are a Florida Vendor, with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screenshot of their “active” status. All registered Florida Proposers must have an “active” status in order to be eligible to do business with the School Board. Contractors doing business under a fictitious name, as provided on the Required Response Form, must submit their offer using the **company’s complete registered legal name**; Example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
- E. **Non-Florida Businesses:** Submit documentation from the state in which the business was formed, including their state’s document number and a screenshot of their “active” status.
- F. State complete Corporate address, phone number and contact name and email address. The number of years the company has been in business.
- G. State if your company is local, regional or national in scope. State the number of employees company-wide.
- H. State number of offices and number of employees located in the State of Florida. Provide the number of CPAs, accountants and other professional support staff, and other clerical/support staff are located in this location.

4.3.1.3 **Accounts:** State the number of total accounts that are serviced from this your office. How many of these accounts are Florida School Districts for the purpose of conducting financial auditing services? Name the Districts currently, and since 2016, that have been audited by this office, and indicate the year(s) audited and annual budget amount. List other Florida government entities audited by this office, including year(s) audited and the annual budget amount.

4.3.1.4 **Administration and Staff Qualifications:** Identify all members of the proposed auditing team that will service the School Board’s account and define the role of each member. Indicate the primary point of contact at the local office and for field inquiries. For each Team member indicate the following:

- 4.3.1.4.1 Experience in auditing Florida governmental entities, including position during engagement and dates;
- 4.3.1.4.2 Specific experience performing audit services including position during engagement, year(s), and tasks performed; and
- 4.3.1.4.3 Indicate which team member(s) will be in charge of an Audit. Note: Proposer will be evaluated based on the experience and qualifications of their entire stated team.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **Evaluation Criteria** – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.1 **Proposer's Experience & Qualifications** (continued)

- 4.3.1.5 **Staff Attrition Rate**: State the staff attrition rate for the office where the majority of the work for SBBC will be done.
- 4.3.1.6 **Disciplinary Action**: Describe any disciplinary action taken against your firm or any individual associated with the firm by the State of Florida Board of Accountancy within the last three (3) years.
- 4.3.1.7 **Completed Projects**: List at least three current or recently completed projects that best illustrate the experience of the firm. Projects shall be similar in size and scope to SBBC's projects detailed in this solicitation (Florida School Districts preferred). Include the following for each:
- 4.3.1.7.1 Name and location of the engagement.
 - 4.3.1.7.2 The nature of the firm's responsibility for the engagement.
 - 4.3.1.7.3 Name, address, telephone, and e-mail address for each project contact.
 - 4.3.1.7.4 Date engagement was completed or is anticipated to be completed.
 - 4.3.1.7.5 Size of engagement (project dollar value).
 - 4.3.1.7.6 Description of services for which the firm's staff was responsible.
 - 4.3.1.7.7 Present status of the engagement.
 - 4.3.1.7.8 The firm's key professionals involved in the engagement and who of that staff would be assigned to the program covered by this RFP.
- 4.3.1.8 **Completed Audits**: List examples of at least three (3) audits completed by Proposer within the past five (5) years (2019-2024) that are similar to services being requested. Include a description of the audits undertaken and the methodology. Describe the specific services provided by this firm. **(Limit 3 Pages)**
- 4.3.1.9 **Approach**: Submit the overall approach and methodology plan for performing the audit including sampling techniques, analytical procedures, and the approach to information systems. **(Limit 1 Page)** Include anticipated dates of completion for audits.
- 4.3.1.9 **References**: Provide a minimum of three references, clients either past or current, for whom Proposer has provided professional auditing services. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment D** to be provided with the proposal)
- 4.3.1.10 **Litigation**: The Proposer must include within its proposal a statement of any current or prior litigation or regulatory action filed or pending against the Proposer) within the last three (3) years. If any such litigation or regulatory action has been filed, the Proposer shall state and describe the litigation or regulatory action filed; identify the court or agency before which the litigation or regulatory action was instituted; the applicable case or file number; and the status or disposition of each such reported litigation or regulatory action. If no litigation or regulatory action has been filed against the Proposer), it provide a statement to that effect within its proposal. For joint venture or team Proposers, the above-requested information shall be provided within the Proposal for each member of the joint venture or proposal team.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):**

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS – (Maximum 35 allowable points): The scope of services & performance specifications listed are minimum requirements. By providing a proposal, Proposer agrees to comply with the minimum Scope of Services & Performance Specifications. Proposers are instructed to indicate a response to ALL service requirements below and specifications contained in this section in the order listed using the same numbering system. If Proposer leaves the response section(s) blank shall indicate that the Proposer agrees and fully complies with each Scope of Services & Performance Specifications of the RFP.

An inability or denial expressed in a proposal, or an omission in the proposal, to respond that the Proposer will fully comply, comply with or without deviations, cannot comply, or fail to meet the technical requirements of this section of the RFP may result in deductions in the points by the Evaluation Committee. Proposer must fully state any deviations to the Scope of Services & Performance Specification in this section of their proposal.

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	Awardee shall submit a Letter of Engagement to the Office of the Chief Auditor for review, approval and assignment. The Letter of Engagement shall include, but not be limited to, audit objectives, statement of deliverables, scope, approach, estimated time required to complete an assignment, and total cost for the assignment, which includes the hourly cost as provided in section 4.3.3 of this RFP. The Letter of Engagement outlines the agreed-upon procedures and scope of work and must be signed by the Chief Auditor and Awardee(s) prior to commencing any auditing services. Services, when requested, must be responded to within fourteen (14) business days.			
4.3.2.2	Awardee(s) shall provide construction, operational and information technology auditing services in accordance with Government Auditing Standards.			
4.3.2.3	Awardee(s) shall provide operational auditing services of programs and consultants in accordance with Government Auditing Standards.			
4.3.2.4	Awardee(s) shall provide operational auditing services for business/service departments in accordance with Government Auditing Standards.			
4.3.2.5	Awardee(s) shall provide special analyses, examinations, evaluations and internal control testing procedures for specific scopes of work in accordance with Governmental Auditing Standards.			
4.3.2.6	Awardee(s) shall provide forensic auditing services in accordance with Governmental Auditing Standards and/or American Institute of CPAs.			

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS (continued)

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.7	<p>Each recommended Proposer agrees to all terms and conditions of <u>SBBC’s Sample Agreement</u> as stated in Attachment H.</p> <p>Note: General Condition 7.1 and Section 4.2.1 are non-negotiable and with no exceptions and any proposal that fails to completely accept these conditions shall be rejected.</p> <p>Also, any deviations to the scope of work stated above are subject to approval by the Evaluation Committee and may be negotiated with Proposer. Read the Required Response Form, Section 1.0 (Proposal Certification) regarding acceptance of all terms and conditions of the RFP.</p>			

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.3 Cost of Services – (Maximum 20 allowable points):

Proposer must complete and submit the below-listed matrix as originally stated; NO job title, quantity, or unit of measure changes shall be accepted. The formatted matrix shall be used to compare costs with other proposers and must be uniform in nature for comparison. This information is required in order to be considered for the award. The job titles below shall be awarded as a “Group” award and all job titles must be offered in order to be considered for award. **Failure to provide a cost for all job titles below shall result in disqualification of the entire proposal.**

Proposer’s costs are to be individually quoted as specified and **must include all travel and out-of-pocket costs (all-inclusive)**, in accordance with the terms, conditions, specifications and scope of services contained in this RFP. All costs submitted shall be firm for the term as stated in Section 3.4 of this RFP. The scoring for the Cost of Services will be based on the total cost for Items 1 through 4.

Item	Job Title	*Estimated Qty	U/M	Unit Price	Total Cost
1.	Partner/Principal Consultant	25	hours		
2.	Senior Manager/Manager	90	hours		
3.	Senior Auditor	200	hours		
4.	Staff Auditor	100	hours		
TOTAL COST					

*Note: Estimated quantity is only used for calculation purposes. The number of hours used per job description may be greater or less than the estimated quantity provided.

Awardee(s) may also provide during the term of this contract, a written quotation to SBBC for specialized consultant services which are not directly covered under this RFP but would be needed to perform the audit services. The written quotation shall provide the type of consultant services requested, the scope of services to be performed and the cost of services which may be negotiated by SBBC with the consultant and Awardee.

Every other response will be given points proportionally in relation to the lowest total cost received. This point total will be calculated by dividing the lowest total cost by the next response received multiplied by the maximum points allotted for the Cost of Services as provided above. .

$$\begin{array}{lclclcl}
 \text{Example: } & \frac{\text{Lowest Price Proposed}}{\text{Next Proposer's Price}} & \times & \text{Maximum Allotted Points} & = & \text{Assigned Score} \\
 \\
 \text{Example: } & \frac{\$1,650.00}{\$2,000.00} & (.825) & \times & 20 & = & 16.5 \text{ points}
 \end{array}$$

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation) (continued):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 20 allowable points):

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): SBBC has implemented School Board Policy 3330's Supplier Diversity Outreach Program (SDOP). The provisions of the Policy shall apply to all competitive solicitations for construction, professional services, commodities and other contractual services, and any resulting contract documents including change orders, and amendments. SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.

SBBC is committed to ensuring inclusion of Emerging, Small, Veteran, Minority and Women-Owned businesses (ESVMWBEs) in all School Board Contracts. In accordance with Florida Statute 1001.41(1) & (2) and the School Board Policy 3330, SBBC requires that all solicitations are assigned an Affirmative Procurement Initiative (API). Proposals that result in contracts being awarded must fully participate in the Supplier Diversity Outreach Program. Compliance with the SDOP requirements is **mandatory**.

Nondiscrimination:

Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation the Proposer/Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses to this Bid it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer/Bidder on this solicitation and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Emerging, Small, Veteran, or Women Own Business Enterprises (ESVMWBEs), or are at least fifty-one (51%) percent legitimately owned, operated, and controlled by minorities and/or women, each such firm shall be required to be certified as to its Emerging, Small, Veteran, Minority, Women-Owned Enterprise (ESVMWBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

Please submit any ESVMWBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application.

For Information on "How to become certified", visit our website at www.browardschools.com/sdop

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has approved the following in the course of reaching a determination regarding which, Emerging Small, Veteran, Minority and Women Business Enterprise (ESVMWBE) industry-specific remedial programs shall be applied to this solicitation and resulting contracts:

The Affirmative Procurement Initiative (API) implemented in this solicitation is The Evaluation Preference for Prime Bidders.

In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established an Evaluation Preference For Prime Bidders. This API is applied, whereas low price is not the only factor considered in contract award, the GSC may reserve from fifteen percent up to a maximum of twenty percent (15%-20%) of the total available evaluation points for award to a respondent that is a certified ESVMWBE firm.

The Evaluation Preference for "Prime Bidders": The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation:

An Additional Five (5) Points (for a total of 20 points) to first-time EDDC Certified ESVMWBE Prime Bidder(s).

In Order to receive Preference Points, Document 00471, Bidder/Proposer Assurance Statement must be completed and submitted with Proposal (see Attachment A).

Visit www.browardschools.com/sdop for information on “How to become Certified” and to access the list of current SBBC certified firms.

The SBBC Supplier Diversity Outreach Program works to increase the participation of Emerging, Small, Veteran, Minority, and Women-Owned business enterprises. Per SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research.

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)**

INDUSTRY CATEGORIES PER BOARD POLICY 3330:

In November 2022, Keen Independent Research (“KIR”) was commissioned to conduct a Disparity Study Update. The study aimed to determine if evidence demonstrated a disparity among ready, willing, and available (RWA) M/WBEs in construction, architecture & engineering, professional services, goods, and other services. The study period covered July 1, 2017, to June 30, 2022.

Based on statistical findings in the KIR Disparity Study Update, the utilization of qualified vendors as reflected by the percentage of contracts or purchase orders awarded, appear to be less inclusive than warranted, when compared to the RWA firms. The following race, ethnicity, and gender groups showed statistically significant disparity in the following business categories:

Business Categories	Race, Ethnicity & Gender
Construction	African American-Owned and Asian American-Owned
Architecture & Engineering	Women (White Woman-Owned)
Professional Services	Asian American-Owned
Goods	African American-Owned, Asian American-Owned, Hispanic American-Owned, and Women (White Woman-Owned)
Other services	African American-Owned, Asian American-Owned, Hispanic American-Owned, Native American-Owned, and Women (White Woman-Owned)

DEFINITIONS:

- Industry Categories** – procurement groupings for the SBBC inclusive of construction, professional services, other services, and goods (i.e., manufacturing, wholesale, and retail distribution of goods). This term may sometimes be referred to as “**business categories.**”
- Construction:** New construction, remodeling, renovations, leasing, lease- purchasing, day labor projects, additions to any educational building, or ancillary facility projects.
 - The annual Aspirational Goal for M/WBE participation in SBBC construction contracts has initially been established at fifty percent (51%) MBE contract participation (10% African American, 5% Asian American, 35% Hispanic American, and .5% Native American) and three percent (3%) WBE based upon the industry availability estimates in accordance with the District’s 2023Disparity Study findings.*
- Architecture & Engineering:** Services within the scope of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):**

4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION**

- *The annual Aspirational Goal for MBE/WBE participation in SBBC architecture & engineering contracts has initially been established at thirty-eight percent (38%) MBE contract participation (2% African American, 5% Asian American, 31% Hispanic American) MBE contract participation and twenty percent (20%) WBE contract participation based upon the industry availability estimates in*
4. **Professional Services:** Services within the scope of accounting, advertising, and marketing, legal services, consulting, information technology, web development and design, software development, and user experience development. Professional services require specialized knowledge and skill, usually of a mental or intellectual nature, and often require a license, certification, or registration in connection with his or her professional employment practice.
- *The annual Aspirational Goal for MBE/WBE participation in SBBC professional services contracts has initially been established at thirty-six percent (36%) MBE contract participation (5%) African American, (22%) Asian American, (9%) Hispanic American) MBE contract participation and twenty-nine percent (29%) WBE contract participation based upon the industry availability estimates in accordance with the District's 2023KIR Disparity Study Update findings industry availability estimates in accordance with the School District's 2023 KIR Disparity Study Update findings.*
5. **Other Services:** Services rendered by individuals and firms who are independent contractors, which may include evaluations, consultations, maintenance, security, management systems, management consulting, educational training programs, research and development studies, or reports on the findings of consultants engage there under, and professional, technical, and social services.
- *The annual Aspirational Goal for MBE/WBE participation in SBBC other services contracts has initially been established at forty-five (45%) MBE contract participation (22%) African American, (1%) Asian American, (21%) Hispanic American, and (1%) Native American) contract participation and ten percent (10%) WBE contract participation based upon the industry availability estimates in accordance with the District's 2023 KIR Disparity Study Update findings.*
6. **Goods: Supplies,** materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with less than 5,000 square feet of floor space, purchased, leased, or otherwise secured by contract.
- *The annual Aspirational Goal for MBE/WBE participation in SBBC goods contracts has initially been established at fifty-six (56%) MBE contract participation (9%) African American, (4%) Asian American, (43%) Hispanic American) and eight percent (8%) WBE contract participation based upon the industry availability estimates in accordance with the School District's 2023 KIR Disparity Study Update findings.*

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 **EVALUATION CRITERIA** – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION**

Affirmative Procurement Initiatives (“API”) – refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of this Policy and the SDOP Standard Operating Procedures.)

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, manage, and controlled by one or more minority group members, and that is ready, willing, and able to sell goods or services that are purchased by the SBBC. To qualify as an MBE, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its primary industry as established by the U.S. Small Business Administration and meets the significant business presence requirements as defined herein. In addition, for purposes of being a certified MBE that is eligible to benefit from race- and gender-conscious APIs in this Policy, the enterprise shall meet the size standards for being “small” as defined herein. Unless otherwise stated, the term MBE as used in this Policy is not inclusive of women-owned business enterprises (WBE).

Minority Group Members – African Americans, Hispanic Americans, Asian Pacific Americans, and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

- **African Americans:** Persons with origins in any of the black racial groups of Africa.
- **Hispanic Americans:** Persons of; Mexican, Puerto Rican, Cuban, Dominican, or other Spanish or Portuguese culture or origin, regardless of race, or Central and South American origin.
- **Asian Americans:** Persons having origins in any of the original peoples of Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong; India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.
- **Native Americans:** Persons having no less than one-sixteenth (1/16th) percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Women-Owned Enterprises (WBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of this Policy as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by the SBBC and that meets the significant business presence requirements as defined herein.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3 EVALUATION CRITERIA – (Proposer’s Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation):

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

In addition, for purposes of being a certified WBE that is eligible to benefit from race - and gender-conscious APIs in this Policy, the enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements as defined herein. Unless otherwise stated, the term WBE as used in this Policy is not inclusive of MBEs.

Small Business Enterprises – a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and has average annual receipts under \$7.5 million and 100 employees or fewer and meets the significant business presence requirements as defined herein.

Emerging/Small/Minority/Veteran/Women Business Enterprise – any for-profit business firm certified as either emerging, small, minority, veteran and/or women-owned, controlled, and managed per the certification eligibility standards established herein.

Penalties and Sanctions: In the absence of a waiver granted by the EDDC or the self-performance of a portion or all of the ESVMWBE subcontractor. The failure of Prime Bidder/Proposer(s) to attain ESVMWBE participation in the performance of its contract or otherwise comply with the provisions of this API, shall be considered a material breach of contract, and constitute grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of Board Policy 3330, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension

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

Good Faith Effort: If the Proposer/Bidder is unable to meet the S/M/WBE Participation goals, on a project by project basis, the Proposer/Bidder must complete and submit a fully completed and executed Document Number 00485 - Good Faith Effort Form for that specific solicitation including all required supporting information. Refer to Document 00467 - SDOP Guidelines for more information.

Reporting Requirements: If awarded, the awardee shall login to the SDOP Management System (SMS) monthly to report payments made to the certified Emerging, Small, Veteran, Minority and Women Owned Business Enterprise (ESVMWBE) subcontractor listed in the original proposal submitted.

If you are an ESVMWBE Prime self-performing, monthly payments received must be reported through the SDOP Management System (SMS).

To Access the SMS: Your username is your email address. If you are (ESVMWBE) certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

SECTION 5.0 – EVALUATION OF PROPOSALS

- 5.1 **Evaluation Committee:** The Evaluation Committee (hereinafter referred to as “Committee”), shall evaluate and score all proposals received, that meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, to the following criteria and Section 5.3, the Evaluation Process:

CATEGORY	MAXIMUM POINTS
A. Proposer’s Experience & Qualifications (Section 4.3.1)	30
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	15
An additional 5 points will be given to a first-time EDDC Certified ESVMWBE Prime Bidder	5
TOTAL	105

Note: Evaluation points for “Category D” shall be provided by the EDDC Department.

The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation:

An Additional Five (5) Points (for a total of 20 points) to first time EDDC Certified ESVMWBE Prime Bidder(s).

- 5.2 **Technicalities:** Failure to respond, provide detailed information, or to provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

- 5.3 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Committee Member’s points (only for sections evaluated (scored) by the Committee).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC’s Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.1 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience and the scope of work responses. The RFP Evaluation Committee will score the proposals on the basis of Proposer’s Experience & Qualifications (Category A above) in accordance with Section 4.3.1 and Scope of Work. in accordance with section 4.3.2 . All scores for steps 2, 3 and 4 will be calculated. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Cost Evaluation (Category C): SBBC’s Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 5.2.3. The individual responsible this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the S/M/WBE information supplied in accordance with section 43.4 and the information requested and described further in **Attachment A**. All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

Step 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

- 5.4 **Tie Score:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value then General Condition 7.55, Tie Bid Procedures shall apply.
- 5.5 **Committee Questions:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.
- 5.6 **Committee's Recommendations:** A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee through the Purchasing Agent. The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject any or all of the submitted proposals. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate prior to making its recommendation for award starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process beginning with the highest-ranked responsive Proposer first, then the second-highest-ranked Proposer, and so on until finished or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

Each ranked responsive Proposer must be represented during its exempt negotiations session by an **authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer.** Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting including other ranked responsive proposers until disclosure is permitted pursuant to Section 286.0113(2), Florida Statutes.

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time; or to proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are not successful or has reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest to SBBC and must be stated on record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and does not determine the actual award. The Committee determines the recommendation for award of the RFP.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

- 5.7 **Award:** The number of individuals/firms to be recommended for award is solely at the discretion of the Committee. If a multiple award is recommended, the Proposer's score must be **65 points** or higher in order to be considered for an award. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment H**) shall be prepared for execution by the Awardee and SBBC, and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. Agreements will be approved as to form and legal content by SBBC's General Counsel and will be submitted to SBBC for final approval. The recommendation to award the RFP shall be contingent upon the successful completion of a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service or minimum dollar revenue to be received under this contract.**

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SECTION 6.0 – SPECIAL CONDITIONS

- 6.1 The complete original hard-copy proposal properly completed and signed must be submitted in a sealed envelope (package, box, etc.) and received **on or before 2:00 p.m. ET, SEE SECTION 2.0 - CALENDAR** at the following address in order to be considered. Please utilize **Attachment I - Mailing Label**.

PROCUREMENT & WAREHOUSING SERVICES DEPARTMENT
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
Attention: FY25-001 – Professional Auditing Services

One (1) complete, original hard-copy proposal in a three-ring binder (clearly marked as such), and **one (1) complete, original electronic version (both clearly marked as “original”)** will constitute the original governing documents. **The electronic version in PDF on a Flash Drive must be IDENTICAL to the original proposal.** The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP), **must be fully executed** and returned on or before 2:00 p.m. ET on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. In the case of any discrepancy between the **original** hard-copy proposal and the copies, the **original** hard-copy proposal will be the governing document. The proposal must contain all information required to be included in the proposal as described herein. Completed proposals must be submitted in a sealed envelope (package, box, etc.) with the RFP number and title clearly typed or written on the front.

- 6.2 **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 (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, presiding over other Proposers participating or presenting at SBBC meetings, oversee the preparation of reports and presentations, and filing 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 (1) check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

- 6.3 **Minimum Insurance Requirements: (Refer to Section 4.2 of the RFP)**

The Minimum Insurance Requirements of this RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions in its entirety will be rejected as "non-responsive".

- 6.3.1 **General Liability:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 6.3.2 **Professional Liability/Errors & Omissions:** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 6.3.3 **Workers' Compensation:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit). **Complete Workers' Compensation Affidavit (Attachment E) and submit with the proposal, if applicable.**
- 6.3.4 **Auto Liability:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

SECTION 6.0 – SPECIAL CONDITIONS (continued)

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

- 6.3.5 **Acceptability of Insurance Carriers:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody’s Investor Service.
- 6.3.6 **Verification of Coverage:** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**
- 6.3.7 **Required Conditions:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- a. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
 - b. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.
 - c. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**
- 6.3.8 **Cancellation of Insurance:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

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

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions:**

- 6.4.1 Awardee’s and Sub-Contractor’s records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor’s files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as “records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.
- 6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC’s agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions (continued):**

- 6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.
- 6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee(s) will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.
- 6.4.5 If an audit inspection or examination in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee(s) as well as the overpayments by SBBC.

6.5 **W-9 Form:** All Proposers are requested to complete their W-9, (see **Attachment G**), and submit with their proposal.

6.6 **Florida Bidder's Preference:** General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.

6.7 **Acceptance and Rejection of Proposals:**

- 6.7.1 **Acceptance:** All proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.0. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.
- 6.7.2 SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- 6.7.3 **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:
 - 6.7.3.1 The proposal is time-stamped at the Procurement & Warehousing Services Department after the deadline specified in the RFP.
 - 6.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 - Required Response Form).
 - 6.7.3.3 Failure to respond to all subsections within the RFP.
 - 6.7.3.4 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.

SECTION 6.0 – SPECIAL CONDITIONS (continued)

6.7 Acceptance and Rejection of Proposals (continued):

- 6.7.3.5 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.
- 6.7.3.6 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.
- 6.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there is sound documented business reasons that serve the best interest of SBBC.

6.8 **Vendor Registration:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register> Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

6.9 **ACH Payments:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by Awardee in accordance with RFP requirements. To facilitate payments to be directly deposited, the ACH Payment Agreement must be submitted to Purchasinghelpdesk@browardschools.com New vendors can do this as part of the vendor registration process described above. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submit the completed form to the Purchasing Help Desk email stated above.

6.10 **Policy 4001.1 Nondiscrimination Statement:** SBBC prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. SBBC also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

6.11 **Clarification of Sections 6.3, 7.1 and 4.2.1 of the RFP: Special Condition 6.3 – Minimum Insurance Requirements and General Condition 7.1 – Liability (Indemnification).** This statement is to provide clarification regarding this section of the RFP and also on the sample Agreement. **It is to be understood by all Proposers that this section is NOT subject to negotiation or have exceptions and any proposal that fails to completely accept these conditions shall be rejected and their proposal considered "non-responsive."**

If a Proposer check-marks or indicates, for example, in Section 4.2.1 (Minimum Eligibility Requirements) that they agree with this Liability/Indemnification and then provides an exception(s) to this condition within their proposal, this is considered a "conflict" and shall render the proposal as "non-responsive" and the proposal rejected.

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SECTION 7.0 – GENERAL CONDITIONS

- 7.1 **LIABILITY:** This General Condition of the RFP is NOT subject to negotiation or exemptions and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive". (See Special Condition 6.11)
- 7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.
- 7.1.2 By AWARDEE: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Awardee, SBBC or otherwise.
- 7.2 **SEALED PROPOSAL REQUIREMENTS:** The "Required Response Form" (Section 1.0) must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.
- 7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this RFP was obtained.
It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.
- 7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in Procurement & Warehousing Services Department on or before 2:00 p.m. ET on the date due for proposal to be considered. Proposals will be opened at 2:00 p.m. ET on the date due as stated in the RFP or Addendum. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**
- 7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual signature (in blue ink) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.
- 7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT.** The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in the proposal being considered "non-responsive" and proposal rejected. **See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)**
- 7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due.** Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.** The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)
- 7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
- 7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.
- a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.
- c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.
- e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.
- 7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.
- Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.
- 7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT: Shipping points offered other than F.O.B. Destination shall be rejected.** Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

- 7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services Department as requested in the Conditions of the RFP. Information. If necessary, an Addendum will be issued. (See Section 3.3 of the RFP)
- 7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.
- 7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
- 7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered for award. (Section 2.0 - Calendar)
- 7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
- 7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at Awardee's expense.
- 7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect, and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
- 7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract. (Section 3.4 of the RFP)
- 7.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five (5) working days of notification.
- An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.*
- 7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.
- 7.18.1 **DISPUTES:** In the event, any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.
- 7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
- 7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**
- 7.24 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

- 7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
- 7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.
- 7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of thirty (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.
- 7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
- 7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida, **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacture quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.
- 7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.
- 7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.
- 7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from SBBC.
- 7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms, and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
- When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.
- 7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.
- 7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct and will be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.
- 7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
- 7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
- 7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority, and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of a bid proposal. For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or <http://www.browardschools.com/Page/58686>.
- 7.39 **SBBC PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website:
<https://www.browardschools.com/Page/40551>
Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (Continued)....

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

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

- 7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

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

- 7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in Procurement & Warehousing Services and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

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

- 7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (Section 7.0))

- 7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

- 7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- Cancellation and default of contract;
 - For a period of two (2) years, any proposal submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.

- 7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

- 7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award

- 7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the vendor's expense.
- 7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
- 7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
- 7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
- 7.51 **SEVERABILITY:** In case of any one (1) or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
- 7.52 **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.
- 7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.
- 7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- A 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.
 - A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
 - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
 - The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
 - Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.
- 7.55 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The School Board of Broward County, Florida, M/WBE certified vendor;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, the tie low bid vendors invited to be present as witnesses.
- Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.
- 7.56 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.
- Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.*
- 7.57 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.
- 7.58 **GRATUITIES:** Proposer(s) 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 their Proposal.
- 7.59 **PREPARATION AND 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.

- 7.60 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

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

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

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

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

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

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

- 7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee(s) shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

- 7.63 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

- 7.64 **DEFAULT:** The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this RFP may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken

END OF THIS SECTION

SECTION 8.0 – FORMS AND ATTACHMENTS

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

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ATTACHMENT A – S/M/WBE FORMS

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



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

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

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #: RFP25-001

SOLICITATION TITLE: Professional Auditing Services

NOTE TO BIDDERS:

All Bidders/Proposers must complete Document 00471 at the time of Bid submission (See **Attachment A**)

INSTRUCTIONS: The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The SBBC requires documentation to affirm the Bidder/Proposer is a District Certified Emerging Small, Veteran, or Women Owned Business Enterprise (ESVMWBE). EDDC's ESVMWBE Certificate must be submitted with proposal/Bid submission.

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
2. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified ESVMWBE?
Check Mark Appropriate Box: Yes ☐ No ☐

If YES to Question #2 Please complete and submit Documents 00470 and 00475.

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**. Link to download:

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf>

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:

Link to download:

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf>

Name/Title: _____

Signature: _____ Date: _____

Economic Development & Diversity Compliance Department

7720 West Oakland Park Blvd, Sunrise, FL 33351 • (754) 321-1517 www.BrowardSchools.com/SDOP

ATTACHMENT A – S/M/WBE FORMS

Doc. 00467 – SDOP Guidelines

Document Link:

<https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00467%20SDOP%20Guidelines.pdf>

ATTACHMENT A

The School Board of Broward County, Florida
Economic Development & Diversity Compliance
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351 (754) 321-0505

Document 00467: Supplier Diversity Outreach Program Guidelines

General:

The Economic Development & Diversity Compliance's Supplier Diversity Outreach Program is designed to help small, minority, and women business enterprises (S/M/WBE) participate in school district procurement and contract activities. The purpose of the program is to spur economic development and support S/M/WBEs to successfully expand in the tri-county marketplace.

SBBC has adopted School Board Policy 3330 - Supplier Diversity Outreach Program. The provisions of the Policy and the Standard Operating Procedures shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services, and any resulting contract documents including change orders, and amendments.

Failure to comply with the Supplier Diversity Outreach Program requirements found in the solicitation or to submit any of the information required herein shall result in the bidder being found nonresponsive to the E/S/M/WBE Program requirements.

Information:

School Board Policy 3330 - Supplier Diversity Outreach Program (SDOP) and the SDOP Standard Operating Procedures established pursuant to that Policy serve the school district's compelling interest to remedy the various ongoing effects of marketplace discrimination against S/M/WBEs that are ready, willing, and able to sell goods and services to SBBC. The SBBC encourages each awardee to make every reasonable effort to include S/M/WBE participation on any contract award under the Solicitation.

ATTACHMENT A – S/M/WBE FORMS

Monthly Utilization Report:

Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/Monthly%20Utilization%20Report_MUR_020222.pdf



Economic Development & Diversity Compliance

MONTHLY UTILIZATION REPORT (MUR)

REPORTING REQUIREMENTS

If awarded, the awardee shall login to the [SDOP Management System \(SMS\)](#) monthly to report payments made to the certified Small/Minority/Women Business Enterprise (S/M/WBE) subcontractor listed in the original proposal submitted.

If you are a S/M/WBE Prime self-performing, monthly payments received must be reported through the [SDOP Management System \(SMS\)](#).

Access the SMS: Your username is your email address. If you are S/M/WBE certified or currently a prime or subcontractor with a local public or county agency, your firm may already have an existing account.

Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

The Economic Development & Diversity Compliance department works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on how to become a certified supplier, visit the [certification webpage](#).

You may also access the certified S/M/WBE directory at [browardschools.com/SDOP](https://www.browardschools.com/SDOP).

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.15 and Section 4.2)

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

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP proposal, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112 – Public Officers and Employees: General Provisions, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

<hr/>	<hr/>
Signature	Printed Name of Official
<hr/>	
Company Name	
<hr/>	
Business Address	
<hr/>	
City, State, Zip Code	

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS**

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the 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.

Organization Name

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

Signature(s)

Date

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INSTRUCTIONS FOR ATTACHMENT C - CERTIFICATION OF DEBARMENT

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

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ATTACHMENT D – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number and date(s) of service.

REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT E – WORKERS’ COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS’ COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

(Complete only if your firm has less than four (4) employees)

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

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

With respect to the construction industry, all employment in which one (1) or more employees are employed shall provide evidence of Workers’ Compensation coverage.

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT F – DRUG FREE WORK PLACE

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

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

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

By _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

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

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

Personally known ☐

Notary Public State of: _____

or

My commission expires: _____

Produced Identification ☐

(Type of Identification)

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

(Notary Public Signature)

ATTACHMENT G – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

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ATTACHMENT H – SBBC SAMPLE AGREEMENT
FOR VIEWING PURPOSES ONLY
AGREEMENT

THIS AGREEMENT is made and entered into 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 EXACT LEGAL NAME OF OTHER PARTY
(hereinafter referred to as “VENDOR”),
whose principal place of business is
[insert address here]

WHEREAS, SBBC issued a Request for Proposal identified as RFP25-001 - Professional Auditing Services (hereinafter "RFP"); dated _____ and amended by Addendum No. 1, dated _____ all of which are incorporated by reference herein, for the purpose of receiving proposals for construction, operational and information technology auditing services; and

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

WHEREAS, VENDOR shall provide professional auditing services to assist the Office of the Chief Auditor which will include, but not limited to, facility audits, general contractor audits, subcontractor payment audits, construction program oversight, site safety and security audits, technology audits, information systems audits, information security audits, operational audits of business/service departments, internal fund/accounts/activities of schools, and process reviews, as requested.

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

ARTICLE 1-RECITALS

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

2.01 **Term of Agreement.**

(a) The term of this Agreement commences on _____ (“Effective Date”) and concludes on _____ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC’s Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement that is approved and executed by both parties.

(b) When a subsequent Agreement award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend any Agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by SBBC.

2.02 **Description of Services Provided.** VENDOR shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified below:

(a) VENDOR shall submit a Letter of Engagement to the Office of the Chief Auditor for review, approval and assignment. The Letter of Engagement shall include, but not be limited to, audit objectives, statement of deliverables, scope, approach, estimated time required to complete an assignment and total cost for the assignment which include the hourly cost as provided in section 2.04 of this Agreement. The Letter of Engagement, outline the agreed upon procedures and scope of work, must be signed by the Chief Auditor and Awardee(s), prior to commencing any auditing services. Services, when requested, must be responded to within fourteen (14) business days.

(b) VENDOR shall provide professional auditing services in accordance with Government Auditing Standards.

(c) VENDOR shall provide operational auditing services of programs and consultants in accordance with Government Auditing Standards.

(d) VENDOR shall provide operational auditing services for business/service departments in accordance with Government Auditing Standards.

(e) VENDOR shall provide special analyses, examinations, evaluations and internal control testing procedures for specific scopes of work in accordance with Governmental Auditing Standards.

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

- First: This Agreement, then;
- Second: Addendum No. 1, then;
- Third: RFP FY25-001 – Professional Auditing Services, then;
- Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment.**

(a) **Cost.** The costs to SBBC for services that VENDOR must satisfactorily render under this Agreement and the hourly cost provided below shall include all travel and out-of-pocket expenses (all-inclusive) and are as follows:

- 1) **Partner/Principal Consultant** \$ _____/hour
(spell out dollar amount here – i.e. Two Hundred Dollars and 00/100 Cents)
- 2) **Senior Manager/Manager** \$ _____/hour
(same as above)
- 3) **Senior Auditor** \$ _____/hour
(same as above)
- 4) **Staff Auditor** \$ _____/hour
(same as above)

(b) **VENDOR** may also provide during the term of this Agreement, a written quotation to SBBC for specialized consultant services which are not directly covered under this Agreement but would be needed to perform the audit services. The written quotation shall provide the type of consultant services requested, the scope of services to be performed and cost of services which may be negotiated by SBBC with the consultant and **VENDOR**.

(c) **Payment.** **VENDOR** shall submit a proper and appropriate invoice together with all required documentation to the Office of the Chief Auditor, The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301. SBBC will pay **VENDOR**'s proper and appropriate invoice within thirty (30) calendar days of the date of same invoice.

(d) The costs within **VENDOR**'s invoices shall not exceed the total amount as stated on the Purchase Order(s) issued. **VENDOR** may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. **VENDOR** may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

There are no Disclosure of Education or Employee Records for this Agreement and clauses can be omitted.

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

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

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

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

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

(e) **Overcharges and Unauthorized Charges.** If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by **VENDOR** in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by **VENDOR**. If the audit discloses

billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

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

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

2.06 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 S.E.3rd Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Auditor
Office of the Chief Auditor
The School Board of Broward County, Florida
600 S.E.3rd Avenue
Fort Lauderdale, Florida 33301

To VENDOR: [Insert Name Provided by Other Party](#)
[Insert Address Provided by Other Party](#)

With a Copy to: [Insert Name Provided by Other Party](#)
[Insert Address Provided by Other Party](#)

2.07 E-Verify. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employees that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.08 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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

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

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

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

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

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

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

(c) **Workers' Compensation.** In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than \$1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of \$1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

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

(f) Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

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

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

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

3. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

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

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

2.12 Nondiscrimination.

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

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.13 Annual Appropriation. SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and

SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **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, together with any applicable statutory interest.

2.15 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.16 **Incorporation by Reference.** Exhibit[s] [Insert appropriate Exhibit letters or numbers](#) attached hereto and referenced herein are incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

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

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. 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 is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTACHMENT I – MAILING LABEL

Please print the mailing label below and affix to your bid package for ease of identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Vendor's Name)

TO:

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

ATTN: Ms. Belinda Defoor
Bid # RFP25-001
Professional Auditing Services

SECTION 9.0 – STATEMENT OF “NO RESPONSE

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of “No Response” Sheet and return, prior to the RFP Due Date established within, to:
The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

Company Name: _____

Contact: _____

Telephone: _____

Email: _____

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

Comments:

Signature: _____ Date: _____

END OF RFP