



City of Pembroke Pines

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
HERCULES ACHIEVEMENT, LLC**

THIS AMENDMENT ("First Amendment"), dated _____, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

HERCULES ACHIEVEMENT, LLC, a Limited Liability Company as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, and with a business address of **14460 Varsity Brands Way, Farmers Branch, TX 75244**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **January 23, 2024**, the Parties entered into the Agreement ("Original Agreement") for the provision of yearbook services to CITY's Charter Schools; and,

WHEREAS the terms and pricing of the Original Agreement were pursuant to the School Board of Broward County, Florida's Request for Proposals FY23-278 and the related agreement with CONTRACTOR, attached to the Original Agreement as **Exhibit "A"**; and,

WHEREAS the Original Agreement was for an initial period, which will expire concurrently with said related agreement, on **May 31, 2026**; and,

WHEREAS the Original Agreement authorized the renewal thereof at the expiration of the initial term for **two (2) additional, one (1) year** periods pursuant to written amendments to the Original Agreement, should the School Board of Broward County, Florida authorize any of its renewal terms as permitted by **Exhibit "A"**; and,

WHEREAS, on _____, the School Board of Broward County, Florida and CONTRACTOR renewed the term of their agreement for a period of one (1) year commencing on June 1, 2026, and expiring on May 31, 2027, as set forth in the Novation agreement and First Amendment to Agreement, attached hereto as **Exhibit "A-2"**; and,

WHEREAS the Parties desire to renew the term of the Original Agreement for a **one (1) year** period concurrent with the renewal term of the School Board of Broward County, Florida's



City of Pembroke Pines

agreement with CONTRACTOR, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Novation Agreement and First Amendment to Agreement between the School Board of Broward County, Florida and CONTRACTOR, is attached hereto as **Exhibit "A-2"** and by this reference made a part of the Original Agreement, as hereby amended.

SECTION 3. The Original Agreement is hereby renewed for a **one (1) year** period commencing on **June 1, 2026**, and naturally expiring on **May 31, 2027**.

SECTION 4. Section 3. of the Original Agreement is hereby revised and amended as set forth below:

“3. **Pricing for Services.** CONTRACTOR’s prices for Services offered under this Agreement for the renewal period commencing on **June 1, 2026**, and naturally expiring on **May 31, 2027**, shall be at or below the prices set forth in CONTRACTOR’s proposal, attached hereto as **Exhibit "C"** and by this reference made a part hereof. CONTRACTOR agrees that the prices for Services offered in its proposal shall remain firm for said renewal term of this Agreement. The CONTRACTOR may submit a request for price adjustment thirty (30) days prior to any further extension period of the Agreement. If a price adjustment is approved by CITY for any further extension period, such adjusted price must remain in effect for the remainder of that extension period. Price adjustment requests for any subsequent extension period shall not exceed three percent (3%). CITY reserves the right to decline any extension regardless of price considerations.”

SECTION 5. Scrutinized Companies.

5.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

5.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is



engaged in a boycott of Israel; or

5.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

5.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

5.1.2.2 Is engaged in business operations in Syria.

SECTION 6. Employment Eligibility. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

6.1 Definitions for this Section.

6.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

6.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

6.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

6.2 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

6.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

6.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

6.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but



is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 7. Public Entity Crimes. Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.

SECTION 8. Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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. By executing this First Amendment, the CONTRACTOR represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

SECTION 9. Human Trafficking. Pursuant to Section 787.06(14), Fla. Stat., nongovernmental agencies contracting with CITY are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this First Amendment and submitting the executed required affidavit, the CONTRACTOR represents and warrants that it does not use coercion for labor or services as provided by state law.

SECTION 10. Antitrust Violations. Pursuant to Section 287.137, Florida Statutes, as



may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this First Amendment, CONTRACTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this First Amendment. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

SECTION 11. Compliance with Foreign Entity Laws. CONTRACTOR (“Entity”) hereby attests under penalty of perjury the following:

- 11.1 Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: Section 287.138(2)(a), Florida Statutes);
- 11.2 The government of a foreign country of concern does not have a controlling interest in Entity. (Source: Section 287.138(2)(b), Florida Statutes);
- 11.3 Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes);
- 11.4 Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: Section 288.007(2), Florida Statutes);
- 11.5 Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: Section 692.202(5)(a)(1), Florida Statutes); and,
- 11.6 Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

SECTION 12. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 13. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 14. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.



SECTION 15. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

SECTION 16. This First Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE AND
AFFIDAVIT OF COMPLIANCE WITH
HUMAN TRAFFICKING LAWS FOLLOW**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:

Jacob G. Horowitz

A563A1DDEFD5417...

Print Name: Jacob G. Horowitz

OFFICE OF THE CITY ATTORNEY

May 4, 2026

BY: _____

MAYOR ANGELO CASTILLO

ATTEST:

BY: _____

CHARLES F. DODGE, CITY MANAGER

GABRIEL FERNANDEZ, CITY CLERK

CONTRACTOR:

HERCULES ACHIEVEMENT, LLC

Signed By: _____

Printed Name: _____

Title: _____



City of Pembroke Pines

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: _____

ENTITY: **HERCULES ACHIEVEMENT, LLC**

SIGNED BY: _____

NAME: _____

TITLE: _____

**NOVATION AGREEMENT
AND FIRST AMENDMENT TO AGREEMENT**

THIS NOVATION AGREEMENT AND FIRST AMENDMENT TO AGREEMENT
are 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

HERFF JONES, LLC
(hereinafter referred to as "HERFF" and "TRANSFEROR"),
a Florida limited liability company,
whose principal address is
4625 W 62nd Street
Indianapolis, Indiana 46268

and

HERCULES ACHIEVEMENT, LLC
(hereinafter referred to as "HERCULES" and "TRANSFeree"),
a Delaware limited liability company,
whose principal address is
14460 Varsity Brands Way, Farmers Branch, Texas 75244

Each a "party" and collectively, the "parties"

- A. **WHEREAS**, SBBC issued Request for Proposal, identified as "FY23-278 - Yearbooks and Memory Books for All Schools," dated April 10, 2023, and Addendum No. 1, dated April 20, 2023 (collectively, the "RFP"), incorporated herein by reference; and
- B. **WHEREAS**, HERFF submitted a proposal in response to the RFP dated April 24, 2023 ("Proposal"), incorporated herein by reference; and
- C. **WHEREAS**, SBBC and HERFF entered into an Agreement pursuant to the RFP that commenced on June 15, 2023, and expires on May 31, 2026, for "Yearbooks and Memory Books for All Schools," which provides for two (2) additional one-year extension periods, incorporated into

this Novation Agreement and First Amendment to Agreement ("First Amendment") by reference; and

- D. **WHEREAS**, on April 8, 2024, concerning the RFP, HERFF and HERCULES, executed a General Surety Rider with an effective date of June 1, 2023, listing SBBC as the "Obligee" and consenting to change the "Principal" from HERFF to HERCULES ("Transaction"), incorporated herein by reference as **Exhibit A**; and
- E. **WHEREAS**, HERFF and HERCULES remain separate legal entities after the Transaction; and
- F. **WHEREAS**, HERFF warrants that HERCULES is able to fully perform all obligations that exist under the Agreement; and
- G. **WHEREAS**, it is in the interest of SBBC to recognize HERCULES as the successor party to the Agreement; and
- H. **WHEREAS**, SBBC consents to the transfer of the Agreement based on HERFF's warranties stated in this Novation Agreement; and
- I. **WHEREAS**, SBBC and HERCULES mutually desire to amend certain provisions of the Agreement and exercise the first of the two (2) options to extend the Agreement term for a period of one-year, from June 1, 2026, through May 31, 2027, through this First Amendment.

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 are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – NOVATION AGREEMENT

- 2.1 Herff Jones, LLC ("Transferor"), a Florida limited liability company, duly organized and existing under the laws of the State of Florida; Hercules Achievement, LLC ("Transferee"), a Delaware limited liability company duly organized and existing under the laws of the State of Delaware; and The School Board of Broward County, Florida ("SBBC"), enter into this Novation Agreement, effective as of the date of the last signature below.

2.2 Transfer, Waiver, and Assumption.

- 2.2.1 HERFF confirms the transfer of the Agreement to HERCULES and waives any claims and rights against SBBC that it now has or may have in the future in connection with the Agreement.
- 2.2.2 HERCULES agrees to be bound by and to perform any and all responsibilities under the Agreement.
- 2.2.3 HERCULES assumes all obligations and liabilities of, and all claims against HERFF under the Agreement, as if HERCULES were the original party to the Agreement.
- 2.2.4 HERCULES ratifies all previous actions taken by HERFF with respect to the Agreement, with the same force and effect as if the action has been taken by HERCULES.

2.3 Payments.

- 2.3.1 HERFF shall refund any fees that SBBC has provided to HERFF under the Agreement.
- 2.3.2 All payments and reimbursements previously made by SBBC to HERFF and all other previous actions taken by SBBC under the Purchase Orders shall be considered to have discharged those parts of SBBC's obligations under the Purchase Orders.
- 2.2.3 All payments and reimbursements made by SBBC after the date of this Novation Agreement in the name of or to HERFF shall have the same force and effect as if made to HERCULES and shall constitute a complete discharge of SBBC's obligations under the Purchase Orders, to the extent the amounts paid or reimbursed.
- 2.2.4 HERFF and HERCULES agree and confirm that SBBC is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Novation Agreement, other than those that SBBC in the absence of this transfer would have been obligated to pay or reimburse under the terms of the Agreement.

2.4 No Waiver. Nothing herein shall be construed as a waiver of any rights of SBBC against HERFF.

2.5 Successor in Interest. SBBC recognizes HERCULES as HERFF's successor in interest in and to the Purchase Orders and outstanding invoices. HERCULES by this Novation Agreement becomes entitled to all rights, titles, and interests of HERFF in and to the Purchase Orders and invoices as if HERCULES were the original party to the Purchase Orders and invoices.

2.6 Insurance and Indemnification.

2.6.1 Insurance Certificates. For this novation to be effective, HERCULES shall provide SBBC insurance certificates and endorsements for the identical type and amount of coverage currently required under the Agreement.

2.6.2 HERFF and HERCULES shall, to the fullest extent permitted by law, indemnify, defend and protect SBBC, and hold SBBC harmless from and against any and all liabilities, losses, damages, claims, costs or expenses (including attorney's fees) arising out of HERFF and/or HERCULES' failure to comply with any term or obligation of this Novation Agreement or the Agreement.

2.7 General Provisions.

2.7.1 Governing Law and Venue. This Novation 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 Novation 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 Novation Agreement.

2.7.2 Entirety of Agreement. This Novation Agreement 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 Novation 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.

2.7.3 Severability. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Novation 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 Partial Novation 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.

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

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

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

With a Cop to: South Regional Superintendent
South Regional Office
The School Board of Broward County, Florida
901 NW 129th Avenue
Pembroke Pines, Florida 33028

To HERFF: Ronald Stoupa
Herff Jones, LLC
4501 West 62nd Street
Indianapolis, Indiana 46268

To TEAMJAI: Stacey Richards
Hercules Achievement, LLC
14460 Varsity Brands Way
Farmers Branch, Texas 75244

- 2.7.4 Each person signing this Novation Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Novation 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 Novation Agreement.

ARTICLE 3 – FIRST AMENDMENT TO AGREEMENT

- 3.1 **Term of Agreement.** Pursuant to Section 2.01 (Term of Agreement), the term of the Agreement is hereby extended from **June 1, 2026 through May 31, 2027**, unless terminated earlier pursuant to Section 3.05 (Termination) of the Agreement.
- 3.2 The parties hereby agree to the following amended provisions to the Agreement:
- 3.2.1 Provision 2.22 is **added** to the Agreement by interlineation as follows:

2.22 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all non-governmental entities executing, renewing, or extending an agreement with the organization must attest under penalty of perjury that the non-governmental entity does not use coercion for labor or services as defined in that statute. By execution of this Agreement by an authorized representative of VENDOR, VENDOR hereby attests under penalty of perjury that VENDOR does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of VENDOR declares that they have read the foregoing statement and that the facts stated in it are true. Any delays in delivery or service under this Agreement arising out of, as a result of, or in connection with VENDOR's use of coercion for labor or services as defined by Section 787.06(13), Florida Statutes, is not a Force Majeure event under this Agreement.

3.2.2 Provisions 2.05 and 2.13 **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.05 **Order of Precedence Among Agreement Documents.** In the event of any conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

First:	This First Amendment; then
Second:	The Agreement; then
Third:	Addendum No. 1; then
Fourth:	The RFP
Fifth:	VENDOR's Proposal

2.13 **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 754-321-2300, OPTION 5 RECORDREQUESTS@BROWARDSCHOOLS.COM, LEGISLATIVE AFFAIRS, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

4. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
5. **Authority.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

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

[THIS SPACE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW]

(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD COUNTY,
FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski
Digitally signed by V
Balkanski
Date: 2026.03.12
15:17:01 -04'00'

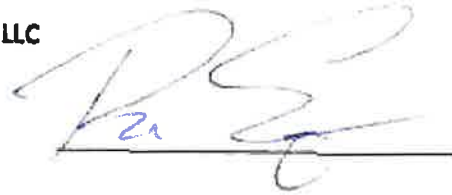
Office of the General Counsel

FOR HERFF

(Corporate Seal)

HERFF JONES, LLC

Signature:



Print Name:

Ron Stoupa

Title:

CEO and President

Date:

3-12-26

Corporate Secretary Signature

-OR-

Witness Signature



Print Name



Witness Signature



Print Name



FOR HERCULES

(Corporate Seal)

HERCULES ACHIEVEMENT, LLC

Signature:

Brett Gora

Corporate Secretary Signature

Print Name:

Brett Gora

Title:

EVP, CFO & COO

-OR-

Date:

3/11/2026

Amy Chell
Witness Signature

Amy Shamblin
Print Name

Jennifer Johnson
Witness Signature

Jennifer Johnson
Print Name

GENERAL SURETY RIDER

To be attached and form a part of

Bond No. 800154360

For Yearbooks and Memory Books for All Schools, RFP No.: FY23-278

Dated effective 06/01/2023 (MONTH, DAY, YEAR)

Executed by Herff Jones, LLC, as Principal, (PRINCIPAL)

And by Atlantic Specialty Insurance Company, as Surety, (SURETY)

And in favor of The School Board of Broward County, FL (OBLIGEE)

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

INFORMATION	FROM	TO
Principal Name	Herff Jones, LLC	Hercules Achievement, LLC dba Varsity Yearbook

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective

12/08/2023

(MONTH, DAY, YEAR)

Signed and Sealed

04/08/2024

(MONTH, DAY, YEAR)

Hercules Achievement, LLC dba Varsity Yearbook

PRINCIPAL

BY

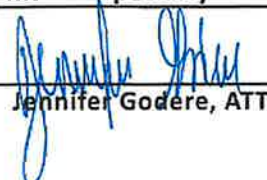

Brett Gora, SUP

TITLE

Atlantic Specialty Insurance Company

SURETY

BY


Jennifer Godere, ATTORNEY-IN-FACT



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Connor Wolpert, Doritza Mojica, Gentry Stewart, Jennifer Godere, Jonathan Gleason, Joshua Sanford, Kathryn Pryor, Michelle Anne McMahon, Nicholas Miller, Richard Hackner, Robyn Salley, Sarah Murtha**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

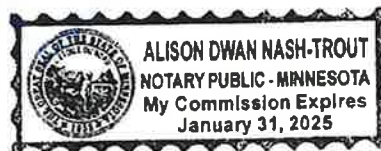
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 8th day of April, 2024.

This Power of Attorney expires
January 31, 2025



Kara L.B. Barrow, Secretary



Team Aguirre Yearbooks - South & Southwest Florida
 22546 SW 94 PL - Cutler Bay, FL 33190
 305-527-3256 - vbaguirre@varsity.com

PRINTING AGREEMENT

Year(s) Covered: ☒ 2027 2028 2029 2030 2031
☐ New ☒ Renewal

Date: 4/28/2026

Subject to the terms hereof, the school named below ("Customer") engages Hercules Achievement, LLC. (d/b/a Varsity Yearbook) ("Company"), and Company agrees, to print and bind the specified publication during the Year(s) Covered (specified above).

School Name: Pembroke Pines Charter H S

Address: 17189 Sheridan Street
 City/State/Zip: Pembroke Pines, FL 33331
 Job Number: 15760

Main Contact

Name : Mr. Julian Harris
 Title: Yearbook Adviser
 Phone Number:
 Email: jharris@pinescharter.net

Deposit and Invoice Contact

Name : Mr. Julian Harris
 Title: Yearbook Adviser
 Phone Number:
 Email: jharris@pinescharter.net

Tax Exempt: ☒ Yes ☐ No

Pre-Payment Option Desired: ☒ Yes ☐ No

Specifications

Trim Size: 8 1/2 X 11
 Pages: 300
 Copies: 650
 Submission Method: Web (eDesign)
 Cover: Litho

Binding: Squarebacked

Endsheet: Vibracolor

Paper: 80# Gloss

Proofs: Self Proof (eDesign)

Base Price: \$33,381.66

Additional Features

Digital

Included

Printing Agreement Total: \$33,381.66

Shipping Information

Requested Book Ship Date: May 01, 2027
 Requested Kit Ship Date: April 25, 2026

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed __ for same specifications.

This Printing Agreement is subject to the terms and conditions hereto and incorporated herein by reference and is binding on Company and the Customer for the Year(s) Covered.

Terms and conditions: ybk.link/terms_conditions

Julian Harris

Yearbook Adviser

Peter Bayer

Principal

Vicky Aguirre

Company Representative





City of Pembroke Pines

**AGREEMENT BETWEEN
THE CITY OF PEMBROKE PINES AND
HERCULES ACHIEVEMENT, LLC.**

THIS AGREEMENT ("Agreement"), dated January 23, 2024, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation with a business address of 601 City Center Way, Pembroke Pines, Florida 33025 (hereinafter referred to as "CITY"), and **Hercules Achievement, LLC.**, a Limited Liability Company, with a business address of **14460 Varsity Brands Way, Farmers Branch, TX 75244** ("CONTRACTOR"). CITY and CONTRACTOR shall be collectively referred to herein as "Parties" and individually as "Party".

WHEREAS, the CITY desires to obtain yearbook services for the CITY's Charter Schools; and,

WHEREAS, on June 15, 2023, the School Board of Broward County, Florida entered into an Agreement for the provision of Yearbooks and Memory Books for All Schools, pursuant to Request for Proposals (RFP) FY23-278, which expires on May 31, 2026, and may be renewed by mutual agreement of the parties for two (2) additional one (1) year periods; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), entitled "Utilization of Other Governmental Agencies' Contracts", CITY has evaluated the School Board of Broward County, Florida Agreement and RFP FY23-278 for the provision of Yearbooks and Memory Books for All Schools, and determined such terms and pricing may be utilized by CITY to obtain yearbook services for the CITY's Charter Schools; and,

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), the CITY desires to engage CONTRACTOR to provide yearbook services utilizing the terms and pricing offered in the School Board of Broward County, Florida Agreement and RFP FY23-278 for the provision of Yearbooks and Memory Books for All Schools; and,

WHEREAS, CONTRACTOR agrees to extend the same terms and pricing to CITY as set forth in the School Board of Broward County, Florida Agreement and RFP FY23-278 for the provision of Yearbooks and Memory Books for All Schools, pursuant to the terms set forth herein; and,

WHEREAS, the Parties wish to incorporate and supplement the terms and conditions set forth in the School Board of Broward County, Florida Agreement and RFP FY23-278 for the provision of Yearbooks and Memory Books for All Schools, with the terms and requirements set forth herein; and,

WHEREAS, at its meeting of January 17, 2024, the CITY Commission approved this Agreement and authorized the proper CITY officials to execute this Agreement.



City of Pembroke Pines

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if set forth in full.
2. **Scope of Services.** CONTRACTOR agrees to provide yearbook services (herein referred to as "Services"), in accordance with the terms and price units more particularly described in the School Board of Broward County, Florida Agreement and RFP FY23-278 for the provision of Yearbooks and Memory Books for All Schools, attached hereto as **Exhibit "A"** and by this reference made a part hereof.
 - 2.1 The Parties acknowledge that this Agreement is a term contract, and that CONTRACTOR shall provide the Services herein required. Nothing contained herein nor in any exhibit or amendment hereto, shall require the CITY to purchase any set quantity of Services.
 - 2.2 CONTRACTOR acknowledges that it has the capacity, and ability to provide the Services herein required.
3. **Pricing for Services.** CONTRACTOR's prices for Services offered under this Agreement shall be at or below the prices set forth in CONTRACTOR's proposal, attached hereto as **Exhibit "B"** and by this reference made a part hereof. CONTRACTOR agrees that the prices for Services offered in its proposal shall remain firm for the original term of this Agreement. The CONTRACTOR may submit a request for price adjustment thirty (30) days prior to any extension period of the Agreement. If a price adjustment is approved by CITY for any extension period, such adjusted price must remain in effect for the remainder of that extension period. Price adjustment requests for any subsequent extension period shall not exceed three percent (3%). CITY reserves the right to decline any extension regardless of price considerations.
4. **Term and Termination.**
 - 4.1 **Term.** CONTRACTOR shall provide the Services required herein and in accordance with the terms of this Agreement, for a period commencing on the effective date of this Agreement and terminating on **May 31, 2026**. Should the School Board of Broward County, Florida authorize any of its renewal terms as permitted by **Exhibit "A"**, the CITY and CONTRACTOR may renew the terms of this Agreement pursuant to a written amendment hereto.
 - 4.2 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) days written notice to CONTRACTOR, in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination.
 - 4.3 **Termination for Cause; Default.** In addition to all other remedies available to CITY, this Agreement shall be subject to termination by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or



City of Pembroke Pines

requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure. In the event that CONTRACTOR abandons this Agreement, CONTRACTOR shall indemnify CITY against loss pertaining to such abandonment. CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement.

5. Insurance.

- 5.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.
- 5.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the CONTRACTOR has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.
- 5.3 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
- 5.4 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.
- 5.5 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation in the policy limits or coverage states. If the carrier cannot provide thirty



City of Pembroke Pines

(30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

5.6 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

5.7 **Required Insurance.** CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 5.7.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Personal & Advertising Injury Limit - \$1,000,000
3. General Aggregate Limit - \$2,000,000
4. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ 5.7.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee



If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

- ✓ ☐ 5.7.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

5.8 REQUIRED ENDORSEMENTS.

- 5.8.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 5.8.2 Waiver of all Rights of Subrogation against the CITY.
- 5.8.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 5.8.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 5.8.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

5.9 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

5.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed herein.

6. **Indemnification.** The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or relating to performance of this Agreement.



The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

6.1 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.2 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7. **Reserved.**

8. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

9. **Sovereign Immunity.** Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

10. **Independent Contractor.** This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.



11. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
12. **Uncontrollable Forces.** Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
13. **Binding 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.
14. **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto.



15. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CONTRACTOR shall comply with Florida's Public Records Law. Specifically, CONTRACTOR shall:

15.1 Keep and maintain public records required by the CITY to perform the service;

15.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the 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;

15.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after CONTRACTOR transfers the records in its possession to the CITY; and

15.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

15.5 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

16. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CITY designates the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way, 4th Floor



City of Pembroke Pines

Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: Vicky Aguirre
Hercules Achievement, LLC.
14460 Varsity Brands Way
Farmers Branch, TX 45244
Telephone No. (305) 527-3256

17. **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.
18. **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.
19. **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
- 19.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 19.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 19.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- 19.2.2 Is engaged in business operations in Syria.



20. **Employment Eligibility.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

20.1 **Definitions for this Section.**

20.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

20.1.2 "Subcontractor" includes, but is not limited to, a vendor or consultant.

20.1.3 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

20.1.4 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

20.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

20.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

20.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

20.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Agreement under this Section is not a breach of contract and may not be considered as such. If this

*City of Pembroke Pines*

contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

21. **Records and Audit.** CITY may, upon prior written notice and at a mutually agreed upon date for a period of up to five (5) years following the date of final performance of services by CONTRACTOR under this Agreement, review those books and records of CONTRACTOR which are related to CONTRACTOR's performance under this Agreement. CONTRACTOR agrees to maintain all such books and records at its relevant branch location for a period of five (5) years after final payment is made under this Agreement, or as otherwise required by applicable law.
22. **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
23. **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
24. **Compliance with Laws.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.
25. **Entire Agreement.** These terms, together with Exhibit "A" and Exhibit "B", incorporated herein by reference, set forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with request to such subject matter. All references to the School Board of Broward County or "County" in Exhibit "A" shall be construed as a reference to CITY, and all terms and conditions shall be deemed as having been available for use by the City of Pembroke Pines.
26. **Conflict of Terms.** In the event of any conflict or ambiguity by and between the terms set forth in Exhibit "A" with the terms set forth herein, the terms of this Agreement shall prevail, followed by Exhibit "A", and then Exhibit "B".

SIGNATURE PAGE FOLLOWS



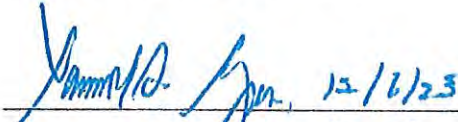
City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

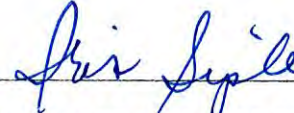

Print Name: SAMUEL J. COHEN

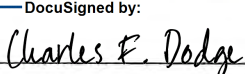
OFFICE OF THE CITY ATTORNEY

ATTEST:

DocuSigned by:

E858EEE04EEF4F3... January 23, 2024
MARLENE D. GRAHAM, CITY CLERK

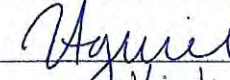
BY: 
MAYOR FRANK C. ORTIS

DocuSigned by:
BY: 
47B966ECFDAD4AC... January 23, 2024
CHARLES F. DODGE, CITY MANAGER



CONTRACTOR:

HERCULES ACHIEVEMENT, LLC.

Signed By: 
Printed Name: Vicky Aguirre
Title: Yearbook Representative / Partner



Procurement & Warehousing Services

Mary C. Coker, Director

7720 W. Oakland Park Boulevard

Sunrise, Florida 33351

phone: 754-321-0505 • fax: 754-321-0936

mary.coker@browardschools.com

www.browardschools.com/PWS

**The School Board of
Broward County, Florida**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

November 29, 2023

Hercules Achievement, LLC
Attn: Andrew Checketts, General Manager
14460 Varsity Brands Way
Farmers Branch, TX 75244

Email: alchecketts@herffjones.com

Reference: Herff Jones, LLC – Transfer and Assignment
RFP-FY23-278 – Yearbooks & Memory Books for All Schools

Dear Mr. Checketts:

This is in reference to contract number FY23-278 – Yearbooks and Memory Books for All Schools awarded to Herff Jones, LLC, and your subsequent letter dated November 7, 2023 advising that Herff Jones is transferring and assigning to Hercules Achievement, LLC., a Delaware limited liability company ("HAI"), the direct parent corporation of Herff Jones, all of its rights, titles, interests and obligations in and to the RFP pursuant to the relevant terms and conditions of such RFP. and is willing to be assigned the contractual obligations thereby accepting the terms and conditions to which Herff Jones, LLC is bound.

This confirms the consent of the undersigned to the company transfer and assignment of the above-referenced RFP from Herff Jones, LLC to Hercules Achievement, LLC. All current services, terms conditions, and pricing as stipulated in the contract referenced above are to remain the same as originally awarded to Herff Jones, LLC. The items listed below have been provided for this consent to become effective:

- Your registration and its approval with Sunbiz.org for doing business in the State of Florida.
- The new company is registered with the Procurement & Warehousing Services Department with Vendor #131210.
- W-9 Form
- Certificate of Insurance

Should you require additional information, please contact Adriana Rodriguez, Purchasing Agent at adriana.rodriguez@browardschools.com.

Sincerely,

Mary C. Coker
Director, Procurement & Warehousing Services



Procurement & Warehousing Services

Mary C. Coker, Director

7720 West Oakland Park Boulevard
Sunrise, Florida 33351

phone: 754-321-0505 • fax: 754-321-0936

mary.coker@browardschools.com

www.browardschools.com/PWS

**The School Board of
Broward County, Florida**

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Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zemon

Earlean C. Smiley, Ed.D.
Interim Superintendent of Schools

July 3, 2023

Herff Jones, LLC 153 Rangeway Road
4501 West 62nd Street
Indianapolis, IN 46268

RE: RFP-FY23-278 - Yearbooks and Memory Books for All
Schools

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and Herff Jones, LLC. This is the result of the School Board's approval on June 13, 2023, for item O-3. Full details are outlined in the Agreement.

Sincerely,

Mary Catherine Coker, Director
Procurement & Warehousing Services

MCC:bm
Attachment(s)

cc: Karlene Grant, Purchasing Agent III
Estella Eckhardt, Director, Non-Traditional Schools
Annmarie Richards, Coordinator, Economic Development & Diversity Compliance

Status: ORIGINAL



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2023-06-13

Regular School Board Meeting

CATEGORY: O. Strategy & Operations

DEPARTMENT: Procurement & Warehousing Services

Agenda Item Number: O-3.

Consent or Open Item: Consent

Special Order: NO

Time for Special Order:

TITLE:

RFP-FY23-278 - Yearbooks and Memory Books for All Schools

REQUESTED ACTION:

Approve the Award for the above-referenced Request for Proposal (RFP);
 Contract Term: June 13, 2023 through May 31, 2026, with an option for 2
 additional 1-year renewal periods; Award Amount: NONE; Awarded Vendor(s):
 Herff Jones LLC; Jostens, Inc.; Plattsco, Inc. d/b/a Yearbooklife; Taylor
 Publishing Company d/b/a Balfour; Treering Corporation; Walsworth Publishing
 Company, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None;
 District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the
 2027 Goals and Guardrails, Measurable Outcome(s)/Return on
 Investment, and Financial Impact, please see the Executive
 Summary. These Agreements have been reviewed and approved as to
 form and legal content by the Office of the General Counsel.

EXHIBITS:

Executive Summary
 Financial Analysis Worksheet
 Agreements-6 ONLINE
 Award Recommendation
 Survey

FINANCIAL IMPACT:

There is no financial impact to the District, as payments are made by parents/guardians.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Accountability

OR Business Operations

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name: Dr. Ted Toomer

Phone: 754-321-3800

Name: Mary C. Coker

Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Operations

Signature

Judith M. Marte, Deputy Superintendent, Operations

Electronic Signature

Form \$4189 Revised 1/23

ECS/VSW

Approved in

Open Board

Meeting On:

June 13, 2023

By:

Louie Chadeff
 School Board Chair

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

HERFF JONES, LLC

(hereinafter referred to as "VENDOR"),
whose principal place of business is
4625 West 62nd Street, Indianapolis, IN 46268

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY23-278—"Yearbooks and Memory Books for All Schools" dated April 10, 2023 (hereinafter referred to as "RFP") and amended by Addendum Number One dated April 20, 2023, which is incorporated herein by reference for the purpose of selecting a pool of qualified vendors from which school-allied groups might select a vendor to provide services to students enrolled at a specific district school; and

WHEREAS, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal"), which is incorporated herein by reference, whereby VENDOR proposed to provide Yearbooks and Memory Books for All Schools; and

WHEREAS, SBBC desires to award and VENDOR desires to accept an agreement that establishes standard terms and conditions for Yearbooks for All Schools that VENDOR will offer to any school-allied groups desiring to contract with VENDOR for the provision of such services to students enrolled in one of SBBC's district schools; and

WHEREAS, Yearbooks and Memory Books are optional purchases made directly by the school from the VENDOR.

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 are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** The term of this Agreement commences upon the date of the last signature below ("Effective Date") and concludes on May 31, 2026, unless terminated earlier pursuant to section 3.05 of this Agreement. The term of this Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods.

(a) In the event that the goods or services under this Agreement are sought in a future competitive solicitation, and that future competitive solicitation is delayed due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement. The term of the extension will not exceed the time needed to approve the future competitive solicitation by SBBC.

2.02 Separate Contracts for Services. The VENDOR acknowledges that this Agreement does not award or guarantee it to receive any amount of work, any specified volume of service or amount of revenue that VENDOR may derive from the provision of Yearbooks and Memory Books for All Schools or assure that the VENDOR will receive any contracts from school-allied groups for the provision of Yearbooks for All Schools. Rather, this Agreement is intended to establish the VENDOR as a qualified vendor with whom individual school-allied groups may enter into contracts for Yearbooks and Memory Books for All Schools upon, at a minimum, the terms and conditions described herein. VENDOR acknowledges that SBBC shall have no liability or obligation to make payment to VENDOR for any Yearbooks for All Schools provided to any district school students.

2.03 Services. VENDOR will provide school-allied groups those goods and services as described in its Proposal and in compliance with this Agreement and the RFP and its Addenda.

2.04 Pricing for Services. VENDOR's prices for goods and services offered under this Agreement shall be at or below the prices set forth in VENDOR's Proposal, attached hereto as Attachment A. VENDOR agrees that the prices for goods and services offered in its Proposal shall remain firm for the original term of this contract. The VENDOR may submit a request for price adjustment thirty (30) days prior to any extension period of the Agreement. If a price adjustment is approved by SBBC's Director of Procurement and Warehousing Services for any extension period, such adjusted price must remain in effect for the remainder of that extension period. Price adjustment requests for any subsequent extension period shall not exceed three percent (3%). SBBC reserves the right to decline any contract extension regardless of price considerations.

2.05 Priority of Documents. In the event of any conflict between the documents, the following priority of documents shall govern:

- First: This Agreement; then
- Second: RFP FY23-278 – "Yearbooks and Memory Books for All Schools" dated April 10, 2023; then
- Third: Addendum Number One dated April 20, 2023; then
- Fourth: the Proposal submitted by VENDOR in response to RFP.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding upon both parties.

2.06 SBBC Disclosure of Education Records.

(a) SBBC staff will provide VENDOR with the education records listed in this section for the following purpose: producing Yearbooks and Memory Books.

(b) SBBC will provide VENDOR with the following education records via email, thumb drive, or by uploading into VENDOR's system:

- 1) Student's first and last name
- 2) Student photograph
- 3) Grade level
- 4) Names of clubs and sporting activities

- 5) Teacher's/Administrator's name
- 6) Teacher images

(c) SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section. SBBC utilizes the District's Media Release Form for this purpose, which is attached hereto as **Attachment B**.

(d) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in VENDOR's privacy policies if any.

2.07 VENDOR Safeguarding Confidentiality of Education Records.

(a) Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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

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

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

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

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

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

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) VENDOR shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 Data Center Control Standards.

The Statement on Standards for Attestation Engagements ("SSAE") 16 or SSAE 18 is a set of auditing standards and guidance on using the standards, published by the Auditing Standards Board ("ASB") of the American Institute of Certified Public Accountants ("AICPA"), for redefining and updating how service companies report on compliance controls.

An SSAE 16 or SSAE 18 compliance assessment must be completed and an SSAE 16 or SSAE 18 compliance assessment report(s) must be issued before the commencement of services for each data center to be utilized and/or hosted by VENDOR or by one of VENDOR's subcontractors in the performance of this Agreement. A copy of each SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by the VENDOR or by any of VENDOR's subcontractors. Each data center utilized and/or hosted by VENDOR or one of VENDOR's subcontractors in the performance of this Agreement shall have and maintain a current SSAE 16 or SSAE 18 certification.

Each data center utilized and/or hosted by VENDOR or by one of VENDOR's subcontractors in the performance of this Agreement thereafter must, at minimum, annually complete an SSAE 16 or SSAE 18 compliance assessment and maintain SSAE 16 or SSAE 18 certification. The resulting annual SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided by VENDOR to SBBC throughout the term of the Agreement and within ten (10) calendar days after its/their receipt by the VENDOR or the VENDOR's subcontractors.

Along with the two types of audits, the copies of the SSAE 16 or SSAE 18 compliance assessment reports provided to SBBC shall include any completed Service Organization Control ("SOC") reports including (a) SOC 1 reports containing internal controls over financial reporting; (b) SOC 2 reports covering security, processing integrity, privacy controls, confidentiality and availability; and/or (c) the final SOC 3 report. SBBC is unable to execute a nondisclosure agreement ("NDA") for its receipt of any such reports. However, any information or documents provided to SBBC by the VENDOR or any of its subcontractors that is clearly labeled as "Confidential and Exempt from Public Inspection as a Trade Secret pursuant to Section 812.081(1)(f), Florida Statutes" will only be viewed by such SBBC personnel as is necessary and will not be made available for public inspection or copying pursuant to Chapter 119, Florida Statutes, and with Section 24(a), Article I of the Florida Constitution.

2.09 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.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Teaching and Learning The School Board of Broward County, Florida 610 NE 13 th Avenue Pompano Beach, Florida 33060
To VENDOR:	Herff Jones, LLC 4501 West 62nd Street, Indianapolis, IN 46268

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 **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) **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).

(c) **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."

(d) **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.

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

(f) **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 collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

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

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

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

2.17 Certification Regarding Scrutinized Activities. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by VENDOR that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. VENDOR further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. VENDOR acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. VENDOR further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if VENDOR (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at SBBC's option if VENDOR is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 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.

2.19 **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.

2.20 **Incorporation by Reference.** Attachments A and B attached hereto and referenced herein are incorporated into this Agreement by reference.

2.21 **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.

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 on the Effective Date.

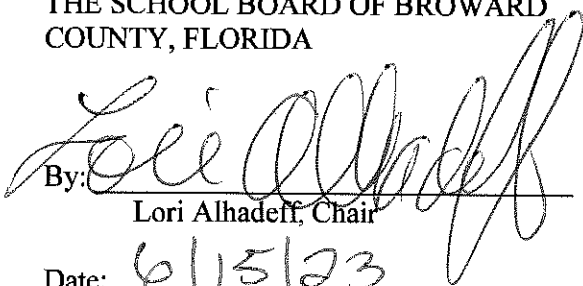
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FOR SBBC:

(Corporate Seal)

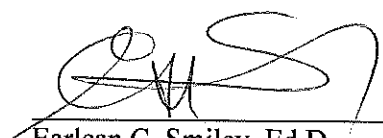
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: 

Lori Alhadeff, Chair

Date: 6/15/23


Earlean C. Smiley, Ed.D.

Interim Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed
by Eric Abend

Date: 2023.06.02

11:48:13 -04'00'


Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

HERFF JONES, LLC

ATTEST:

By

Signature

, Secretary

Printed Name:

Title:

Date:

-or-

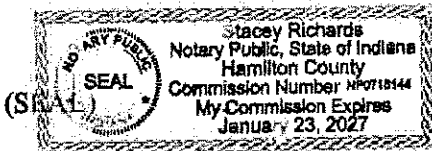
Witness

Witness

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

STATE OF IndianaCOUNTY OF Marion

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this June 1, 2023 (date) by Ron Standa (name of officer or agent, title of officer or agent) of Herff Jones, LLC (name of corporation acknowledging), a Indiana (state or place of incorporation) corporation, on behalf of the corporation. He/she is ☒ personally known to me or has produced (type of identification) as identification and who ☒ did/☐ did not first take an oath this 1 day of June, 2023.

My Commission Expires: 1/23/27

Signature - Notary Public

Printed Name of Notary

Notary's Commission No.



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

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

4/10/2023

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): FY23-278 - Yearbooks and Memory Books for All Schools**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Yearbooks and Memory Books for All Schools. Any questions regarding this RFP should be addressed to Karlene Grant, in writing via e-mail to karlene.grant@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 BIDDER'S CONFERENCE**

A Proposers' Conference will be held on **Wednesday, April 12, 2023**, in the Procurement & Warehousing Services Department beginning at 2:00 pm. Representatives from all interested companies are encouraged to attend. (See Section 2.2)

- **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 karlene.grant@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.

Karlene Grant

Purchasing Agent III



Educating Today's Students to
Succeed in Tomorrow's World

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		☐	
	4.2 MINIMUM ELIGIBILITY			
2	Section 4.2.1 – Section 7.1, Liability (Must respond Yes to meet this requirement - See Section 6.11)		☐	
3	Section 4.2.2 – Proof that Proposer has been in the business for a minimum of two (2) years (Must provide at least two (2) examples with contact information.		☐	
4	Section 4.2.3 – Attachment B – Disclosure of Potential Conflict of Interest (See Section 8.0 for form and General Condition 7.15 for more information)		☐	
5	Section 4.2.4 – Attachment C – Debarment (See Section 8.0 for form and General Condition 7.60 for more information)		☐	
	4.3 EVALUATION CRITERIA			
6	Section 4.3.1 – Qualifications and Experience: Provide the proof of qualification and experience required for this RFP.		☐	
7	Section 4.3.2 – Scope of Services: Provide your firm's ability to comply with each item.		☐	
8	Section 4.3.3 – Cost of Services: Provide a completed Proposal Pricing Sheet.		☐	
9	Section 4.3.4 – Supplier Diversity Outreach (If applicable): Attachment A – SDOP Forms (if applicable).		☐	
10	All Other Forms and Attachments as requested		☐	

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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):

4/24/2023 at 2.00 pm

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.:

FY23-278

RELEASE DATE:

4/10/2023

PURCHASING AGENT:

Name: Karlene Grant

Email: karlene.grant@browardschools.com

RFP TITLE:

Yearbooks and Memory Books for All Schools

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:

☐ 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
E-Mail 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.

Signature of Proposer's Authorized Representative

Date

Name of Proposer's Authorized Representative

Title of Proposer's Authorized Representative

Please sign all originals in blue ink.

SECTION 2.0 – CALENDAR

4/10/2023	Release of RFP FY23-023
4/12/2023	*Non-Mandatory Proposer's Conference (See Section 3.2) Procurement & Warehousing Services Department. Proposal opening will be at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
4/14/2023	Written questions due on or before 4:30 p.m. ET in Procurement & Warehousing Services Department
4/24/2023	*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., T 323, Sunrise, Florida 33351-6704
5/3/2023	*Evaluation Committee reviews proposals, negotiates and makes recommendation for award. Meeting to be held at: Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:30 a.m. ET 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.
5/5/2023	Posting of Recommendation

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:** Broward County Public Schools (BCPS) is the sixth largest public school system in the United States and the second largest in the state of Florida. BCPS is Florida's first fully accredited school system since 1962. BCPS has over 265,000 students and approximately 175,000 adult students in 238 schools, centers and technical colleges, and 103 charter schools. BCPS serves a diverse student population. Students are from 208 different countries and speak 181 different languages. BCPS is governed by a nine (9) member Board (SBBC); of which seven (7) members are elected from single member districts and two (2) members are elected on a county-wide basis (at-large). All terms of office are staggered. A Superintendent of Schools is appointed by SBBC to implement and manage the District and its policies.

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for Yearbooks and Memory Books for All Schools (Elementary, Middle and High Schools) as described herein. The intention of this RFP is to provide all schools with a pool of qualified companies from which to choose a provider for their Yearbooks and Memory Books. SBBC reserves the right to increase the pool of qualified companies each subsequent year (anniversary date) of the term of the contract if deemed necessary by SBBC. Regardless of the year, a company is added to the pool of qualified companies, all awards will be terminated on May 31, 2026, or, if renewed, at the end of the contract renewal period.

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 on 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 **NON-MANDATORY PROPOSERS' CONFERENCE:** A Proposers' Conference will be held on **Wednesday, April 12, 2023**, in the Procurement & Warehousing Services Department beginning at 2:00 pm. 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.

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

- 3.3 **QUESTIONS & INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Karlene Grant, Procurement & Warehousing Services, via e-mail to karlene.grant@browardschools.com. Any questions which require a response which 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. 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

- 3.4 **CONTRACT TERM:** The purpose of this RFP is to establish a contract with an initial three (3) year term commencing on June 1, 2023, or date of award, whichever is later, and continuing through May 31, 2026. 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 for a full three (3) year term period. 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. 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.
- 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.
- 3.5.1 The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:
- a. The volatility is due to causes wholly beyond the vendor's control; and
 - b. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
 - c. The effect on pricing or availability of supply is substantial; and
 - d. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.
- Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing
- 3.6 **SUBMITTAL OF PROPOSAL:** Submit proposals in accordance with Section 5.0. 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 5.0. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 5.0, or that does not include any necessary information.
- 3.7 **EVALUATION & AWARD:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.1 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 8.1, Liability, is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**

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, which will be determined by mathematical calculation and Category d.) Minority/Women Business Participation which will be evaluated and scored by SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for award. Based upon the evaluation of Proposals, Committee will recommend a pool of qualified companies that have complied with the terms, conditions and requirements of the overall RFP and receive 65 points or greater from the Committee. It will be up to the school's discretion as to which Proposer is selected from the pool of qualified companies. The school Principal (or Designee) will fill out and send

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

3.7 EVALUATION & AWARD (continued):

to the selected company, Attachment J, Confirmation of Services, prior to commencement of using of the selected vendor, as notification to the company that they have been selected. This must be done yearly and if the vendor does not receive this form, they cannot provide services to ANY school.

Proposers may choose to bid on Yearbooks or Memory Books, or you may bid on both types. Proposers should clearly indicate the category they are bidding on in their executive summary.

[THIS SPACE IS INTENTIONALLY LEFT 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 proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **OTHER NAMES:** State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.1.6 **NOTICE 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:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements 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 opening date of the proposal. Failure to provide or clearly state the information requested below will result in the disqualification of the proposal. 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 with Section 7.1 of the RFP shall result in the disqualification of the entire proposal.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)**4.2 MINIMUM ELIGIBILITY REQUIREMENTS (continued):**

- 4.2.2 Proposer must provide a statement that their company has been in the business of providing products for the category they are bidding on, as described in this RFP, for a minimum of two (2) years. If the Proposer is bidding on Yearbooks and Memory books, experience is needed for both categories. Proposer may include a minimum of two (2) examples in the table below.

Name/Address of School. <u>Include contact information.</u>	<u>Number of Years</u> providing Yearbooks and/or Memory Books for a School.

- 4.2.3 Complete and return, with your proposal, Attachment B – Conflict of Interest of the RFP. This is a required document.

- 4.2.4 Complete and return, with your proposal, Attachment C – Debarment of the RFP. This is a required document.

- 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 proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

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 RFP.

- 4.3.1.2 Clearly indicate the category of book you are bidding on:

☐ Yearbooks only

☐ Memory Books only

☐ Yearbooks and Memory Books

4.3.1.3 Company Profile:

- A. Size of the organization and locations.
- B. The number of years in business.
- C. The number of years' experience providing Yearbooks and Memory Books.
- D. Background information about the organization-e.g., philosophy, ownership, officers, and directors, management structure, organization chart of the firm, project team, etc.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)**4.3.1 Proposer's Experience & Qualifications (continued):**

4.3.1.4 **References:** Provide a minimum of three (3) references, clients either past or current, for whom Proposer has provided Yearbooks and Memory Books. References shall include, at a minimum, client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by Proposer. If the Proposer has performed work for SBBC previously, at least one of the evaluation forms should be completed by them. (See **Attachment E** to be provided with the proposal)

4.3.1.5 Provide a list of names and titles of employee(s) and/or contractor(s) as well as years with Proposer's company for any persons that may visit a school campus if Proposer is selected by a school. Specify individuals' responsibilities labeling those individuals that are the Proposer's main contacts. Provide corporate and local office location(s) address(es).

Does your representative handle Yearbook &/or Memory book accounts exclusively? ☐ Yes ☐ No
List any special qualifications of your representative which would aid schools.

4.3.1.6 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

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):

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS – (Maximum 40 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.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or no, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.3.2.1	Make a statement that, if awarded, your company agrees to give the opportunity to every student to purchase Yearbooks and/or Memory Books if they so desire. In addition, make a statement that one complimentary copy will be given to each school when the first order is placed.			
4.3.2.2	Make a statement that, if awarded, your company will provide all the necessary forms, materials for the preparation of the manuscript and instructions for their use to the school.			
4.3.2.3	Make a statement that when payment in the form of a check or otherwise is sent/given by the school to the vendor, if confirmation of payment is requested by the school this will be sent within ten (10) days.			
4.3.2.4	Make a statement that your prices will include all applicable charges: taxes, shipping, handling and delivery, materials, typesetting, printing, color separations and binding for all Yearbooks and/or Memory Books.			
4.3.2.5	If awarded, make a statement that your company will guarantee that Yearbooks and/or Memory Books will be of the highest quality as represented by their samples and that service will be of the highest standard to be delivered in a timely manner. Please state delivery time.			
4.3.2.6	Make a statement if Proposer will offer on-line ordering service capabilities; on-line prices should be consistent with in-person prices. This information must be included on the Pricing Sheet. Please indicate the website and login details, if applicable in your Proposal.			
4.3.2.7	State that your company, once chosen by a school, will have an account advisor or local servicing representative that will handle and/or manage all aspects of that school's account.			
4.3.2.8	Make a statement that Proposer shall, upon being chosen by a school, provide actual brochures, pricing sheets, literature, etc., to be used, to the school principal or designee for approval prior to distribution to the students and will contain only the items, services, and costs submitted in response to this RFP.			
4.3.2.9	Provide a list of all schools (comparable to the student population of an SBBC high school) where your company has provided Yearbooks and/or Memory Books during the last two years.			

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS (continued)

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.3.2.10	Make a statement that Proposer will provide yearly workshops (if requested) in an effort to provide new perspectives and information on design and story ideas to each school. This will be at No Cost to SBBC or its schools and will include but not be limited to cover design, color usage, how to sell ads, layout and design.			
4.3.2.11	Make a statement that Proposer, if awarded, shall provide a Surety Bond if deposits will be accepted. See Special Condition 6.6 (Attachment K).			
4.3.2.12	Make a statement that the school reserves the right to determine the size, location and type of all advertisements.			
4.3.2.13	Make a statement that if chosen by a school, your company will provide the school proofs (hard copy or digital), typewritten and presented, as required by the publisher. In addition, Proposer shall ensure the Advisor, Principal or Designee approval will be requested at various stages of the process.			
4.3.2.14	Make a statement that Proposer will provide a sample of Yearbooks and /or Memory Books with their bid.			
4.3.2.15	Make a statement that Proposer shall retain data for five (5) years, and provide mandatory quarterly submission of sales information to schools and semi-annual submission to: The Office of Associate Superintendent of Teaching & Learning, 610 NE 13 th Avenue, Pompano Beach, FL 33060			
4.3.2.16	Make a statement that if chosen by a school, bidder will have sales information readily available to assist schools in tracking how many Yearbooks they have sold to facilitate planning.			
4.3.2.17	Make a statement that Proposer will provide guidance on fundraising tools and tips to help schools with Yearbook sales. This will include strategies on how to plan, organize and be successful at Yearbook and/or Memory book sales.			
4.3.2.18	Make a statement that Proposer will clearly notify schools of deadlines for accepting submissions and all required documentation. Proposer shall state the method that will be used for this communication to the school.			
4.3.2.19	Make a statement if schools will be offered any savings for early submission. Please indicate early deadline schedule by dates and savings if applicable. If no savings are being offered, please state that.			
4.3.2.20	Make a statement that Proposer will send Quarterly reports for spend from the parents / schools to SBBC of all goods and services purchased by schools and parents/guardians? The report should be sent by email to the assigned Purchasing Agent (Karlene.grant@browardschools.com) and purchasinghelpdesk@browardschools.com and to the address below: Attention: Purchasing Agent RFP: FY22-204 Procurement & Warehousing Services 7720 West Oakland Park Blvd – Suite 323 Sunrise, FL 33351			

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS (continued)

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.3.2.21	Make a statement that the Proposer will meet with the schools and provide Yearbook and Memory books samples for evaluation by the school. Once the vendors have been awarded as part of the pool; they will need to present to District schools, when requested by the school Principal or Designee, to participate in the school selection committee meeting to review their products, to assist the school's representative(s) in making an informed choice in selecting that vendor for that year's graduating class. School representatives may consist of: • Principal or Designee • DAC and/or PTSA • Student Gov't representative • Student Activities Director • Senior Departmental Chair • Students • Parent Volunteer The schools must provide the "Sample Confirmation of Services" form (Attachment J) to the Procurement & Warehousing Services Department prior to commencement of using of the selected vendor. This must be done yearly and if the vendor does not receive this form, they cannot provide services to ANY school.			
4.3.2.22	Describe any additional services which your company will provide at no charge. This must be products / services that are intended to benefit the student body ONLY and not to be any type of gifts to staff or administrators, travel, or sponsorships and or monies given to the schools for food and or events. All additional services must be included on this response and if any changes are needed, they must be approved by Procurement & Warehousing Services Department prior to affording of the additional services to the schools, staff and or students.			
4.3.2.23	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in Attachment L. <u>Note: General Condition 7.1 and Section 4.2.1 are non-negotiable and any proposal that fails to accept these conditions shall be rejected.</u> Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.			

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

4.3.3 COST OF GOODS/SERVICES – (Maximum 15 allowable points):

Proposer must complete and submit each Proposal Pricing Sheet for an item in order to be considered for award. This bid will be awarded by item, as indicated on the Proposal Pricing Summary Sheet. Unit prices must be stated in the space provided on the Proposal Pricing Summary Sheet. A proposer may bid on any or all items. State your company's prices only on the Proposal Pricing Sheet (**Attachment F**).

- Prices submitted must include any applicable taxes, shipping, handling, and delivery of Yearbooks and Memory books.
- Proposer will be responsible for payment of any applicable taxes to the respective governmental entities.
- Do not add any additional items to the Proposal Pricing Sheet(s). Any additional items must be submitted under "Additional Information" tab of the Proposal Pricing Sheet(s). Prices will be evaluated only on the items requested. Although, not considered in the Cost of Services portion of the RFP, any items added as Additional Products, with prices stated, will be allowed to be ordered by the schools, if they so desire.
- Incomplete responses to any item will result in reduced allocation of points.

Maximum points will be allotted to the Proposer(s) with the lowest price, thereafter each Proposer will be awarded as a percentage of the lowest price. For example, if prices are received as follows; Proposer A submits a price of \$40, Proposer B submits a price of \$50 and Proposer C submits a price of \$60, Proposer A would receive 100% of the total points (20 Points) allowed for the Cost of Services criteria. Proposer B would receive 80% or 16 points ($\$40/\$50$), and Proposer C would receive 67% or 13 points ($\$40/\$60$). This methodology will be used to calculate the points for all bids received. Points will be rounded up or down (via Excel) to the nearest whole number.

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 – (Maximum 15 allowable points):

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The 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 and Guidelines. S/M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the 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 on this project, 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 Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), 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 Small/Minority/Women-Owned Enterprise (S/M/WBE) ownership status by the EDDC's Office at the time of the bid opening.

Important Points to Remember:

- a) Please submit any S/M/WBE 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.
- b) For Information on "How to become certified", visit our website at www.browardschools.com/Page58415

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (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 SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

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, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. 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 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 (WBEs).

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.

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 (SMWBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Affirmative Procurement Initiative (API) implemented in this solicitation is the S/M/WBE Evaluation Preference for "Best Value" RFPs with a subcontracting goal under the SMWBE Subcontracting Program.

In accordance with SBBC Policy No. 3330, Section E.4.b., Under this Program element, the GSC may establish an S/M/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide the SBBC with its "Best Value" on professional services contracts in accordance with Florida law.

The S/M/WBE Evaluation Preference for "Best Value" RFPs:

The SBBC shall award a maximum of eight (8) Evaluation Points, as described in the Evaluation Points Table), to SBBC Certified SMWBEs under the SMWBE Evaluation Preference for "Best Value" RFP. See the Evaluation Points Table.

SMWBE Subcontracting Program:

The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program.

Eight (8) Evaluation Points will be awarded to SBBC Certified S/M/WBEs under the S/M/WBE Evaluation Preference For "Best Value" RFPs API. In order to receive Points for participation the SBBC Certified S/M/WBE Prime Submitting Firm must identify itself by completing and submitting Document 00471 Bidder/Proposer Assurance Statement (see Attachment A), along with a copy of a current SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification

Up to Seven (7) Evaluation Points under the SMWBE Subcontracting Program, will be awarded to Primes committing to subcontracting with an SBBC Certified S/M/WBE as described in the Evaluation Points Table. The Prime must identify the S/M/WBE subcontractor/s by completing and submitting Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see Attachment A), along with a copy of a current SBBC S/M/WBE Certificate *or* SBBC Letter of S/M/WBE Certification. *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.*

Note: SBBC Certified S/M/WBE proposers participating in the S/M/WBE Evaluation Preference for "Best Value" RFPs Program, may combine points through participation in the S/M/WBE Subcontracting Goal Program. Evaluation Points will be awarded based on the Evaluation Points Table Rubric. Ancillary Services will be counted towards the S/M/WBE Subcontracting Program. Zero (0) Points will be awarded for self-performance under the S/M/WBE Subcontracting Program.

It is the responsibility of the proposer/bidder to provide one of the following documents with the proposal:

- a. SBBC S/M/WBE Certificate
- or*
- b. SBBC Letter of S/M/WBE Certification

Also visit browardschools.com/Page/59879 for the list of current SBBC certified firms.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process.

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

M/WBE INFORMATION:		Maximum Points
	<u>The S/M/WBE Evaluation Preference for "Best Value" RFPs</u> : The SBBC shall award a maximum of eight (8) Evaluation Preference Points as described in the Evaluation Points for participation. In order to receive Points, the S/M/WBE Certified Prime Submitting Firm must identify itself by completing and submitting Document 00471 - Bidder/Proposer Assurance Statement - , (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal. <u>SMWBE Subcontracting Program</u>: The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program. Provide the Document 00470 Statement of Intent to Perform, Document 00475 Subcontractor Participation Schedule (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal. Zero (0) Points will be awarded for self-performance under this Program. <i>Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.</i> Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. visit browardschools.com/Page/59879 for the list of current SBBC certified firms.	8 7
	MAXIMUM POINTS TO BE AWARDED	15
	*If awarded, the Awardee will be required to input the monthly utilization report (<i>monthly payments</i>) into the <u>SDOP Management System (SMS)</u> , (see Attachment A.) <u>State your willingness to comply with this requirement.</u>	Yes _____ No _____

SECTION 5.0 – EVALUATION OF PROPOSALS

- 5.1 **COMMITTEE:** The Evaluation Committee (hereinafter referred to as “Committee”), shall evaluate all proposals received, which meet or exceed Section 4.1, Minimum Eligibility Requirements and Section 8.1 Liability, according to the following criteria:

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	30
B. Scope of Work (Section 4.3.2)	40
C. Cost of Services (Section 4.3.3)	15
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	15
TOTAL	100

The SBBC shall award a maximum of fifteen (15) points for S/M/WBE participation as listed in the Evaluation Preference Point Table below.

Evaluation Preference Point Table

S/M/WBE Prime	S/M/WBE Evaluation Preference Points
SBBC Certified SMWBE	8 Points
S/M/WBE Subcontracting Commitment (%)	S/M/WBE Subcontracting Participation Points
2% - 4%	2 Points
5% - 8%	4 Points
9% - 14%	6 Points
≥ 15%	7 Points

Note: Evaluation points for “Category D” shall be provided by the Supplier Diversity Outreach Program Office.

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 responsive proposal is received, the Committee will proceed without scoring the one 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."

Reporting Requirements:

If Awarded, the Awardee shall Log into the [SDOP Management System \(SMS\)](#) to report monthly payments received.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. For information on How to Become SBBC Certified; visit our website at: www.browardschools.com/Page58415

SECTION 5.0 – EVALUATION OF PROPOSALS

- 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 5.2.1 and Scope of Work, in accordance with section 5.2.2 and 4.2. 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.
- 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 5.2.4 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:** The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject of any or all of the submitted proposals. The Committee also has the discretion to commence negotiations with ranked responsive Proposers 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 4.1 and Section 8.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. Each ranked responsive Proposer must be represented during its exempt negotiations session by an authorized

SECTION 5.0 – EVALUATION OF PROPOSALS

5.6 COMMITTEE'S RECOMMENDATIONS (continued):

representative possessing the authority to bind the Proposer to the changes made in their proposal. 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. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers. The Committee may choose to conduct one (1) or more exempt negotiation session with a ranked responsive Proposer, 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 or more of the next highest-ranked Proposer(s). If negotiations are not successful, the Committee reserves the right not to award a ranked Proposer if it is in the best interest to SBBC. 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.

- 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 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 J) 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 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.

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 M - 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: FY23-278 - Yearbooks and Memory Books for All Schools

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, preside over other Proposers participating or present at SBBC meetings, oversee the preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (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:

- 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.
- 6.3.3 **WORKER'S COMPENSATION**: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit). **Complete Workers' Compensation Affidavit (Attachment G) and submit with 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:

_____ (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.

SECTION 6.0 – SPECIAL CONDITIONS

6.3 MINIMUM INSURANCE REQUIREMENTS (continued)

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

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

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, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

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

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 I), 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

6.7 ACCEPTANCE AND REJECTION OF PROPOSALS (continued):

6.7.3 REJECTION (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 7.1 AND 4.2.1 OF THE RFP: 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 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.

SECTION 6.0 – SPECIAL CONDITIONS

- 6.12 **DEPOSITS:** If Awardee requires a deposit on Yearbooks and/or Memory Books ordered, then a Surety Bond in the amount of \$50,000 is required if chosen by one or more schools. Awardee must submit the Surety Bond to Karlene Grant, Purchasing Agent III, Procurement & Warehousing Services Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, FL 33351-6704, and must notify Ms. Grant, by letter or e-mail, the amount of deposits received by each school, on the first day of each month. If the amount of the total deposits of all schools exceeds \$50,000, at any time, then the amount of the Surety a Surety Bond within 15 business days after being chosen by a school will result in contract being canceled and Awardee being removed from consideration for doing business with SBBC for a period of two years (see General Condition 7.6). All policies shall be issued by companies licensed to do business in the State of Florida. All policies shall be written on an occurrence basis. Surety must be shown on current <http://fmsq.treas.gov/c570/index.html>. If Surety Bond was previously submitted for Yearbooks and/or Memory Books and the amount has not been met, and is still current, provide a copy of the Bond. See Attachment K for a sample surety bond.
- 6.12 **CONFIRMATION OF SERVICES:** It is the responsibility of each school to contact the Awardee(s) once the Board has approved the qualified pool of bidders and after receipt and approval of the various insurances from our Risk Management Department. Schools will send the Confirmation of Services Form, **Attachment J**, to the Awardee(s) they choose from the pool of vendors. Kindly note there is no specific timeframe for the schools to contact the proposers and as such, awardee(s) may contact the schools directly for confirmation. In addition, it will be at the School's discretion if they choose to meet and/or request presentations from awardee(s).
- 6.13 **ADDITIONAL ITEMS:** A list of additional items is attached to the Bid Summary, which includes expected variations per order, extended deadlines and any additional charges if applicable. If the Bidder is offering an item that is not included in this RFP, our requirement is the same price, terms and conditions should be extended to all schools.
- 6.14 **STUDENT INFORMATION TO BE DISCLOSED:** The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level.

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

Confidential student information may 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 and the District's policy on student records and confidentiality, currently available at <http://www.browardschools.com>. 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.

SECTION 6.0 – SPECIAL CONDITIONS

6.14 STUDENT INFORMATION TO BE DISCLOSED (continued)

Based on the services included in this RFP, the following information will be provided to the vendor:

- 1) Student's first and last name
- 2) Student picture
- 3) Student identification number
- 4) Grade level
- 5) Teacher name
- 6) Names of clubs and sporting activities

The information is being released to the vendor in order to perform the services listed in this RFP, which includes producing Yearbooks and Memory Books.

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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, signed (in blue ink) and returned with your submitted proposal. 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 8.2.2)
- 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.
- 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.
 - 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.
 - 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.
 - 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.
 - 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.

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- 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)
- 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)
- 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 7.0)
- 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.

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- 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 desirable 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

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

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- 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 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:

1. FORM 00470 – STATEMENT OF INTENT

Document Link:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470 Statement of Intent 2021.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf)

Document Preview:

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00470
Attachment

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #:
PROJECT #:

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

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☐ Yes ☐ No
(Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):
☐ Individual ☐ Partnership ☐ Corporation
The S/M/WBE subcontractor will enter into a formal agreement with (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE
Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)

2. FORM 00475 - PARTICIPATION SCHEDULE FORM

Document Link:

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

Document Preview:

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475
Attachment

**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE:

SOLICITATION INFORMATION

Solicitation #:	Project Number:
Project Name:	
Project Location:	
Bidder/Proposer:	
Address:	
Contact Person:	Email Address: Phone #:

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractors					%	\$
S/M/WBE Subcontractor					%	\$

3. MONTHLY UTILIZATION REPORT

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.

4. FORM 00480 - S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Access the certified S/M/WBE directory at browardschools.com/SDOP

Document Link: browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf

Document Preview:



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

DATE:

CONTACT INFORMATION			
Solicitation Title:			
Solicitation #:			
Bidder/ Submitting Firm:			
Contact Person:			
Phone #:		Email:	

GOOD FAITH EFFORT DOCUMENTATION

The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

The certified S/M/WBE directory is available at browardschools.com/SDOP.



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

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:

A prospective S/M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit **Document 00471 – Bidder/Proposer Assurance Statement** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER: _____

S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

The SBBC shall award a maximum of fifteen (15) points for S/ M/WBE Participation as listed in the Evaluation Points Table (refer to 5.2.3 of solicitation document). At the time the Qualifications Statement is submitted, the S/M/WBE Submitting Firm must complete and submit the Bidders/Proposers Assurance Statement (Document 00471) identifying their SMWBE Status.

(Signature and Date)

(Title)

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

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, 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, Florida Statutes.

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

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.

Signature

Printed Name of Official

Company Name

Business Address

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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ATTACHMENT D — BIDDING PREFERENCE — (NOT APPLICABLE)

LEGAL OPINION OF BIDDING PREFERENCE (See Special Condition 7.6, General Condition 8.2.4)

MUST BE COMPLETED BY ALL PROPOSERS

~~Bidder (Firm) Name: _____~~
~~Identify the state in which the Bidder has its principal place of business: _____~~
~~Bidder's Signature: _____~~

~~INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.~~

~~If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.~~

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

~~NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.~~

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out of state Bidder's attorney: _____
Printed name of out of state Bidder's attorney: _____
Address out of state Bidder's attorney: _____
Telephone number out of state Bidder's attorney: _____
E-Mail address out of state Bidder's attorney: _____
Attorney's state(s) of bar admission: _____

ATTACHMENT E – 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:			

REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

ATTACHMENT F – COST OF SERVICES

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEET: Vendor must fill out the attached Cost of Services Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:

- 1) Company Representative – Must be completed by Proposer
- 2) Tab Pricing – Must be completed by Proposer

ATTACHMENT G – 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 H – 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 I – 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 J – SAMPLE CONFIRMATION OF SERVICES

(PUT ON SCHOOL LETTERHEAD)

(TO BE FILLED OUT AND SENT TO SELECTED AWARDEE)

FOR RFP FY23-278 – Yearbooks and Memory Books for All Schools

Date:

To: (Vendor's Name and Address)

Dear (Vendor's Name):

Based upon your company's response to RFP FY23-278, our school

_____, has chosen your company to provide Yearbooks and Memory Books for
All Schools,

(School Name)

for the _____ School Year.

(Indicate School Year)

Principal's (Designee's) Signature

ATTACHMENT K – SURETY BOND

Proposer's Company Name: _____

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Obligee, in the sum of _____ (\$_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The purpose of this bond is to cover deposits, received by the Principal, as more fully described in RFP 17-047N.

Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in RFP 17-047N, then this obligation shall be void, otherwise it shall remain in full force and effect.

Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:

1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20____ and ending on the _____ day of _____, 20____, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;
2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;
3. That if the Surety or Obligee shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.

WITNESS_____
PRINCIPAL_____
WITNESS_____
INSURANCE COMPANY

BY:

ATTORNEY-IN-FACT

ATTACHMENT L - SBBC SAMPLE AGREEMENT

(DO NOT FILL OUT THIS 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 "[insert a short name here]"),
whose principal place of business is
[insert address here]

WHEREAS, SBBC issued a Request for Proposal identified as RFP FYxx-xxx, [NAME OF BID GOES HERE] (hereinafter "RFP"), dated Month ??, 2022, and amended by Addendum No. 1 dated Month ?, 2022, Addendum No. 2 dated Month ?, 2022, Addendum No. 3 dated Month ?, 2022 and Addendum No. 4 dated Month ?, 2022, each of which are incorporated by reference herein, for the purpose of receiving proposals for a [DESCRIBE PURPOSE OF RFP HERE]; and

WHEREAS, Insert Name offered a proposal in response to the RFP ("Proposal") and which is incorporated herein by reference whereby Insert Name offered to provide a [PURPOSE OF RFP HERE].

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 are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. The term of this Agreement commences on _____, 20__ ("Effective Date") and concludes on _____, 20__ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and Insert Name, be extended for two (2) additional one-year periods.

(a) 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.

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

- First: This attac, then;
- Second: Addendum No. 3 to RFP FYxx-xx, then;
- Third: Addendum No. 2 to RFP FYxx-xxx, then;
- Fourth: Addendum No. 1 to RFP FYxx-xxx, then;
- Fifth: RFP FYxx-xxx – [NAME OF BID HERE]
- Sixth: Proposal submitted by Insert Name

2.03 Description of Goods or Services Provided. Insert Name shall provide goods and services, in accordance with the terms and conditions of RFP FYxx-xxx with the following exceptions:

- (a) If vendor recommended for award has any exceptions that are agreeable to SBBC, then they need to be spelled out here.
- (b) Use as many of these letters as needed for ALL items that vary.

2.04 Cost and Payment.

- (a) The cost of services delivered under this bid is:
- (b) SBBC will issue a PO prior to Insert Name's delivery of products/services and/or issuance of invoice, with net thirty (30) day payment terms.

2.05 SBBC Disclosure of Education Records.

- (a) SBBC staff will provide Insert Name with the education records listed in this section for the following purpose(s):
- (b) SBBC will provide Insert Name with the following education records via [Insert method of delivery of the education records]: Insert list of any and all education records that District staff will disclose.
- (c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing the education records listed in this section. (Should you believe that the vendor falls under an exception to obtaining consent, then consult with SBBC Privacy Officer on appropriate language.)

2.06 Insert Name Safeguarding Confidentiality of Education Records.

- (a) Notwithstanding any provision to the contrary within this Agreement, Insert Name shall:
 - 1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - 2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Insert Name shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 HIPAA Compliance. Insert Name acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as Exhibit Insert appropriate Exhibit letter or number. PHI may be used and disclosed only in compliance with HIPAA.

2.08 Studies Conducted for SBBC.

(a) Primary Investigators of program evaluation studies conducted by HIP that impact the daily activities of students, parents, or staff, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board ("IRB") for review and approval prior to the initiation of any study-related activities. SBBC's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

- 1) the purpose, scope, limitations, and duration of the study is clearly outlined;
- 2) the protection of human subjects in the research process;
- 3) personally identifiable information ("PII") is only used for purposes of the identified study;
- 4) PII is only used by representatives of the organization identified in this Agreement; and
- 5) the safe and confidential storage and transmittal of education records.

(b) The purposes and scope of the study or program evaluation to be conducted by Insert Name is to [Fill in purpose]:

- 1) Staff to fill in with purposes and scope of study or program;
- 2) Staff to fill in with purposes and scope of study or program;

(c) SBBC may disclose PII from an education record of a student and a staff member to Insert Name in order for it to conduct said study. The type of student PII to be disclosed by SBBC to Insert Name is described as follows:

- 1) Staff to fill in with data obtained by students;
- 2) Staff to fill in with data obtained by students;

(e) The study commences on the date of the IRB's approval and concludes at the end of business day on the last day of the term of this Agreement or on the last date of any renewal(s) of this Agreement. The study must be conducted during the term of this Agreement or during the term of any renewal(s) of this Agreement.

(f) Insert Name agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted.

(g) Insert Name agrees to comply with all requirements of the IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.09 Inspection of Insert Name's Records by SBBC. Insert Name 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 Insert Name'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 Insert Name 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 Insert Name'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 Insert Name pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide Insert Name 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 Insert Name'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 Insert Name 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 Insert Name's claims for payment.

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 52 of 56 Pages

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

(f) Inspection of Subcontractor's Records. If applicable, Insert Name 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 Insert Name 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 Insert Name pursuant to this Agreement and such excluded costs shall become the liability of Insert Name.

(g) Inspector General Audits. Insert Name 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.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
With a Copy to:	Insert Job Title of District Representative The School Board of Broward County, Florida Insert Address of District Representative
To Insert Name:	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

2.11 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.

2.12 Background Screening. Insert Name 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 Insert Name'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 Insert Name or its personnel providing any services under this Agreement. Insert Name 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 Insert Name and its personnel. The parties agree that the failure of Insert Name 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 Insert Name to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Insert Name 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 Insert Name'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.

2.13 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Insert Name 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, Insert Name 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. Insert Name 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 Insert Name does not transfer the public records to SBBC. Upon completion of the Agreement, Insert Name shall transfer, at no cost, to SBBC all public records in possession of Insert Name or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Insert Name transfers all public records to SBBC upon completion of the Agreement, Insert Name shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Insert Name keeps and maintains public records upon completion of the Agreement, Insert Name 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.

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

2.15 Insurance Requirements. Insert Name shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Insert Name 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. Insert Name 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, Insert Name 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).

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(d) Auto Liability. Insert Name 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 Insert Name 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 Insert Name must be furnished to SBBC stating the following: "Insert Name does not own any vehicles. If Insert Name acquires any vehicles during the term of the Agreement, Insert Name 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 the required insurance must be furnished by Insert Name to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit Insert Name sufficient time to remedy any deficiencies. Insert Name must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

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

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. Insert Name 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 cancelled.

(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.

2.16 Nondiscrimination.

(a) As a condition of entering into this Agreement, Insert Name 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, Insert Name 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 Insert Name retaliate against any person for reporting instances of such discrimination. Insert Name 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. Insert Name 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.

2.17 Certification Regarding Scrutinized Activities. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Insert Name that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Insert Name further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Insert Name acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Insert Name further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Insert Name (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at SBBC's option if Insert Name is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 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.

2.19 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.

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

2.21 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.

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-

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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 on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT M – 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: Karlene Grant
RFP # FY23-278
Yearbooks and Memory Books for All Schools

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”:
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

Signature: _____ Date: _____

END OF RFP



RFP Bid # FY23-278

Yearbooks and Memory Books for All Schools

Proposer Information	
<i>Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.</i>	
Company Name	[enter your firm's name here]
Individual to contact for sales	
Email for sales contact listed above	
Phone number for sales contact listed above	
Individual to contact for assistance with invoicing, credits	
Email for individual listed above	
Phone number for individual listed above	
Instructions:	
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted	
2.) All Fields in the Proposer Information box (above) should be filled in	
3.) Include a printed copy of this form in your bid (pdf) & hard copy PLUS include the completed Excel (.xls) spreadsheet file on your flash drive.	
Thank you for your cooperation!	



Company Name: [enter your firm's name here]

PRICING SHEET

BLACK & WHITE MEMORY BOOKS

Quantities listed are estimates and are not guaranteed.

Instructions to Proposer:

1. Enter pricing information in columns D through M.

2. Formulas will calculate based on the pricing entered below.

3. Submit electronic (.xls) on flash drive and printed copy with your bid.

		Number of Pages Per Book									
Item #	# of Copies	Less than 50	52	56	60	64	68	72	76	80	84
1	Less than 100										
2	100-199										
3	200-299										
4	300-399										
5	400-499										
6	500-599										
7	600-699										
8	700-799										
9	800-899										
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Page cost above 84 pages, in multiples of four (4) pages											\$ -
TOTAL for Columns D through M and Cost for the additional pages (this amount will be used for scoring purposes)											\$ -

Broward County Public Schools

Company Name: [enter your firm's name here]

PRICING SHEET

Quantities listed are estimates and are not guaranteed.

Instructions to Proposer:

1. Enter pricing information in columns D through M.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

		Number of Pages Per Book									
Item #	# of Copies	Less than 50	52	56	60	64	68	72	76	80	84
1	Less than 100										
2	100-199										
3	200-299										
4	300-399										
5	400-499										
6	500-599										
7	600-699										
8	700-799										
9	800-899										
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Page cost above 84 pages, in multiples of four (4) pages											\$ -
TOTAL for Columns D through M and Cost for the additional pages (this amount will be used for scoring purposes)											\$



Procurement & Warehousing Services

Broward County Public Schools

RFP Bid # FY23-278
Yearbooks and Memory Books for All Schools

Company Name: [enter your firm's name here]

Prices offered in your proposal, if awarded, must be exactly the same prices shown in any price lists sent out to the schools for distribution. Any additional items offered must have been submitted in your proposal as an addition item. Each bidder may add other items they would like to be considered.

Proposer to fill in costs in all blank spaces below.

COVERS

1 Ink color other than black (Applicable to Black and White Books)	\$	-
2 Each additional color of ink on cover (Applicable to Black and White Books)	\$	-
3 Any printing on back cover	\$	-
4 Any printing on inside front cover	\$	-
5 Any printing on inside back cover	\$	-
6 Any color of cover other than white (per book)	\$	-
7 Artwork done by company for cover design (each copy of art)	\$	-
8 Close register color separation done by your company	\$	-

SPECIAL EFFECTS

9 Reverse or overburns (each line)	\$	-
10 Tone or solid backgrounds (per page)	\$	-
11 Odd shaped photos (hearts, ovals, circles, etc.) (each)	\$	-
12 Line shot or special screen effect photos (each)	\$	-
13 Any enlargement or reduction apart from rest of page (per photo)	\$	-
14 Scribe lines or borders around individual photo or entire page (each)	\$	-
15 Any other special effect not listed above (per page)	\$	-

MISCELLANEOUS

16 Same photo to be reproduced more than once in the book (each)	\$	-
17 Montage or collage pages pasted by company (per page)	\$	-
18 Mass reproduction of cartons or drawing (each)	\$	-
19 Advertising pages (each)	\$	-
20 Copying names for captions from back of pictures (each)	\$	-
21 Alphabetizing names (each)	\$	-
22 Names under individual pictures other than staff page (each)	\$	-
23 A proof copy is available upon request. If a proof is requested a charge sheet will be returned with proof, with explanation of proof and any charges for changes	\$	-
24 Hand die cutting of pictures (per picture)	\$	-
25 Additional cost for HARD COVER Memory Book		
100-199 copies	\$	-
200-299 copies	\$	-
300+ copies	\$	-
26 Additional cost for each additional color or ink on hard cover	\$	-

DEADLINES

27 By what date must materials be received by proposer		
Date:		
28 Late charge (if applicable) in regards to materials received after the date specified above		0%
29 Does your company offer a second deadline date?		
Date:	Charge	0%

- 30 How many weeks are required at your plant to meet a specific date
- 31 In order to have books prior to school closing, what is the latest date your company can receive material
Date:
- Weeks

DEPOSITS

32 Desired Payment Schedule

Deposit Date	Deposit Amount	\$	-
Additional Remittance Date	Additional Remittance Payment	\$	-
Balance Date	Balance Payment	\$	-

- 33 Will proposer pay interest on monies above initial deposit? (If applicable, explain how interest will be calculated)
- Yes or No

Rate: _____
Specified Date:

34 Charges for Binding

Side Stitched	\$	-
Smythe Sewn	\$	-
Saddle Stitched	\$	-
Rounded and Backed	\$	-
Headbands	\$	-
Perfect	\$	-

35 Proofs Provided

- Page Proofs (Bluelines)
- Laser Proofs
- Image Proofs
- No Proofs

*** Prices should include all shipping, handling and delivery costs



RFP Bid # FY23-278

Yearbooks and Memory Books for All Schools

Proposer Information	
<i>Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.</i>	
Company Name	[enter your firm's name here]
Individual to contact for sales	
Email for sales contact listed above	
Phone number for sales contact listed above	
Individual to contact for assistance with invoicing, credits	
Email for individual listed above	
Phone number for individual listed above	
Instructions:	
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted	
2.) All Fields in the Proposer Information box (above) should be filled in	
3.) Include a printed copy of this form in your bid (pdf) & hard copy PLUS include the completed Excel (.xls) spreadsheet file on your flash drive.	
Thank you for your cooperation!	



Procurement & Warehousing Services

Broward County Public Schools

Company Name: [enter your firm's name here]

PRICING SHEET FULL-COLOR YEARBOOKS SIZE: 7 ³/₄ X 10 ¹/₂

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200					
2	200-299					
3	300-399					
4	400-499					
5	500-599					
6	600-699					
7	700-799					
8	800-899					
9	900-1000					
TOTAL		\$ -	\$ -			\$ -
Cost for additional copies: 1000 +:						\$ -
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ -
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ -



Procurement & Warehousing Services

Broward County Public Schools

Company Name: [enter your firm's name here]

PRICING SHEET FULL-COLOR YEARBOOKS SIZE: 8 ¹/₂ X 11

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200					
2	200-299					
3	300-399					
4	400-499					
5	500-599					
6	600-699					
7	700-799					
8	800-899					
9	900-1000					
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
Cost for additional copies: 1000 +:						\$ -
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ -
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ -



Procurement & Warehousing Services

Broward County Public Schools

Company Name: [enter your firm's name here]

PRICING SHEET FULL-COLOR YEARBOOKS SIZE: 9 X 12

Quantities listed are estimates and are not guaranteed.

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200					
2	200-299					
3	300-399					
4	400-499					
5	500-599					
6	600-699					
7	700-799					
8	800-899					
9	900-1000					
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
Cost for additional copies: 1000 +:						\$ -
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ -
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ -



Procurement & Warehousing Services

Broward County Public Schools

Company Name: [enter your firm's name here]

PRICING SHEET BLACK & WHITE YEARBOOKS SIZE: 7 ^{3/4} X 10 ^{1/2}

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200					
2	200-299					
3	300-399					
4	400-499					
5	500-599					
6	600-699					
7	700-799					
8	800-899					
9	900-1000					
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
Cost for additional copies: 1000 +:						\$ -
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ -
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ -



Procurement & Warehousing Services

Broward County Public Schools

Company Name: [enter your firm's name here]

PRICING SHEET BLACK & WHITE YEARBOOKS SIZE: 8 ¹/₂ X 11

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200					
2	200-299					
3	300-399					
4	400-499					
5	500-599					
6	600-699					
7	700-799					
8	800-899					
9	900-1000					
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
Cost for additional copies: 1000 +:						\$ -
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ -
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ -



Procurement & Warehousing Services

Broward County Public Schools

Company Name: [enter your firm's name here]

PRICING SHEET BLACK & WHITE YEARBOOKS SIZE: 9 X 12

Quantities listed are estimates and are not guaranteed.

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200					
2	200-299					
3	300-399					
4	400-499					
5	500-599					
6	600-699					
7	700-799					
8	800-899					
9	900-1000					
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
Cost for additional copies: 1000 +:						\$ -
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ -
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ -

PROPOSAL PRICING SHEET
YEARBOOKS
ADDITIONAL INFORMATION

Proposer's Company Name: _____

Prices offered in your proposal, if awarded, must be exactly the same prices shown in any price lists sent out to the schools for distribution.

Any additional items offered must have been submitted in your proposal as an addition item.

Each bidder may add other items they would like to be considered.

Proposer to fill in costs in all blank spaces below.

	<u>Black & White</u>	<u>Full Color</u>
1 Final date on which school may revise (upward or downward) the total number of yearbooks to be delivered: Date: _____	\$ -	\$ -
2 Final date when numbered pages may be changed (Per four pages): Date: _____	\$ -	\$ -
3 Charges for editor's change to proofs:	<u>Desktop</u>	<u>Online</u>
a. Copy changes per line:		
Per page 1st correction:	\$ -	\$ -
Maximum charge per page:	\$ -	\$ -
b. To move picture:	\$ -	\$ -
c. To enlarge or reduce picture:	\$ -	\$ -
d. To substitute picture:		
Black & White	\$ -	\$ -
Full color	\$ -	\$ -
e. Maximum charge for complete page change:	\$ -	\$ -

** Credits for editor's changes not completed will be assessed at the same rate as proposer would charge school.

	<u>Charge</u>
4 Art work or air brushing per hour:	\$ -
5 Trim Size (See sheets attached)	
6 Binding (additional cost per yearbook for type)	
Side Stitch	\$ -
Smyth Sewn	\$ -
Saddle Stitched	\$ -
Rounded and Backed	\$ -
Headbands	\$ -
7 Paper	
80#	\$ -
100#	\$ -
Matte Finished	\$ -
Enamel Coated	\$ -
Recycled/FSC Certified Paper 80#	\$ -
Recycled/FSC Certified Paper 100#	\$ -

8 Cover	<u>Date 1</u>	<u>Date 2</u>	<u>Date 3</u>
Company Designed 4/Color Lithographic	\$ -	\$ -	\$ -
Company Designed Embossed (1 base/1 applied Color)	\$ -	\$ -	\$ -
School Designed 4/Color Lithographic	\$ -	\$ -	\$ -
School Designed Embossed (1 base/1 applied Color)	\$ -	\$ -	\$ -

9 End Sheets (list any price increase for the following):	<u>Date 1</u>	<u>Date 2</u>	<u>Date 3</u>
Same front and back	\$ -	\$ -	\$ -
Different front and back	\$ -	\$ -	\$ -
4/Color	\$ -	\$ -	\$ -
Spot Color	\$ -	\$ -	\$ -

10 Type Program (Please indicate the type of program available)

Desktop Publishing Software

Online

11 Percentage discount if soft cover is ordered

OTHERS:



PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505

EMAIL: PurchasingHelpDesk@BrowardSchools.com

www.BrowardSchools.com/PWS

4/20/2023

ADDENDUM NO. 1

RFP FY23-278

BID NAME: Yearbooks and Memory Books for All Schools

TO ALL BIDDERS:

This Addendum amends the above-referenced RFP in the following particulars only:

Attached are the responses to the questions received and below are the resulting updates to the RFP.

Delete: Section 3.2. Non-Mandatory.. Page 6	Insert: Section 3.2. Non-Mandatory..Page 6 (Revised)
Delete: Section 4.3.2.20 on Page 13	Insert: Section 4.3.2.20 on Page 13 (Revised)
Delete: Section 4.3.3 Cost.. on Page 15	Insert: Section 4.3.3 Cost.. on Page 15 (Revised)
Delete: Tie Bid Procedures on Page 33	Insert: Tie Bid Procedures on Page 33 (Revised)

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Required Response Form", Section 1 of RFP FY23-278 Bidder certifies acceptance of this Addendum.

Sincerely,

Karlene Grant

Purchasing Agent III



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

QUESTIONS & ANSWERS

-
- **QUESTION #1:** I received the yearbook RFP request. As an approved vendor from the previous bid a couple of months ago, do we need to resend the bid package?

ANSWER TO QUESTION #1: Yes, every bid is treated independently and requires documentation for that bid.

-
- **QUESTION #2:** Regarding Excel Pricing Summaries: Pricing increments have been reduced drastically on the pricing chart for both yearbook and memory book, which makes fewer options for customers. Can we go back to the old chart to provide flexibility to customers? (ie: Yearbook - 24 page/50 copy increments previously, and now the grid jumps in 100 page/100 copy increments) and (ie: Memorybook - 25 copy increments previously and now the grid jumps to 100 copy increments).

ANSWER TO QUESTION #2: The Pricing Summary is for evaluation purposes and does not limit the size or quantity of options that are available to the schools. See additional details in Section 4.3.3 attached.

-
- **QUESTION #3:** When we list a customized item on our additional products sheet, is it okay to list the pricing as a special quote? Or will that be penalized?

ANSWER TO QUESTION #3: Each Proposer can provide as many details as they would like as this information is not included in the scoring criteria.

-
- **QUESTION #4:** 3. 4.0.3.2.20 - quarterly statements - Schools collect the money through the Broward eStore for yearbooks and memory books. What will the procurement office be looking for in the quarterly reports coming from the vendors? Will an example be given for what is required each quarter, along with deadlines?

ANSWER TO QUESTION #4: See additional details attached on Page 13.

-
- **QUESTION #5:** Will we be able to get our yearbook samples back that were sent with the RFP in January?

ANSWER TO QUESTION #5: Yes, if the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

PROCUREMENT & WAREHOUSING SERVICES

- [QUESTION #6:](#) Just confirming that these need to be submitted with hard copies and not electronically.

[ANSWER TO QUESTION #6:](#) Yes, only hard copies are accepted.

- [QUESTION #7:](#) In elementary schools especially, the PTA handles the yearbook, and all funds are usually paid by the parents and are deposited in a separate PTA bank account not associated with the county or school budget. In this case, Is the PTA required to only select a vendor from the pool of qualified applicants awarded by this RFP?

[ANSWER TO QUESTION #7:](#) All purchases made with general funds must use the approved Vendors on the bid. We also strongly encourage the use of the approved Vendors on the bid for all purchases made with internal funds, as this provides standardization, increases volume, and leads to the District's ability to leverage and receive cheaper prices across the District.

This concludes Addendum No. 1 for RFP FY23-278 – Yearbooks and Memory Books for All Schools
All other terms and conditions remain the same.



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

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Broward County, Florida

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Torey Alston
Brenda Fam, Esq.
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Vickie L. Cartwright
Superintendent of Schools

4/10/2023

Revised Pages - 6,13,15, 33

Dear Prospective Proposers,

**SUBJECT: Instructions to Proposers
Request for Proposals (RFP): FY23-278 - Yearbooks and Memory Books for All Schools**

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the attached RFP for Yearbooks and Memory Books for All Schools. Any questions regarding this RFP should be addressed to Karlene Grant, in writing via e-mail to karlene.grant@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 BIDDER'S CONFERENCE**

A Proposers' Conference will be held on **Wednesday, April 12, 2023**, in the Procurement & Warehousing Services Department beginning at 2:00 pm. Representatives from all interested companies are encouraged to attend. (See Section 2.2)

- **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 karlene.grant@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.

Karlene Grant

Purchasing Agent III



Educating Today's Students to
Succeed in Tomorrow's World

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

- 3.1 **INTRODUCTION:** Broward County Public Schools (BCPS) is the sixth largest public school system in the United States and the second largest in the state of Florida. BCPS is Florida's first fully accredited school system since 1962. BCPS has over 265,000 students and approximately 175,000 adult students in 238 schools, centers and technical colleges, and 103 charter schools. BCPS serves a diverse student population. Students are from 208 different countries and speak 181 different languages. BCPS is governed by a nine (9) member Board (SBBC); of which seven (7) members are elected from single member districts and two (2) members are elected on a county-wide basis (at-large). All terms of office are staggered. A Superintendent of Schools is appointed by SBBC to implement and manage the District and its policies.

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Proposals for Yearbooks and Memory Books for All Schools (Elementary, Middle and High Schools) as described herein. The intention of this RFP is to provide all schools with a pool of qualified companies from which to choose a provider for their Yearbooks and Memory Books. SBBC reserves the right to increase the pool of qualified companies each subsequent year (anniversary date) of the term of the contract if deemed necessary by SBBC. Regardless of the year, a company is added to the pool of qualified companies, all awards will be terminated on May 31, 2026, or, if renewed, at the end of the contract renewal period.

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 on 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 **NON-MANDATORY PROPOSERS' CONFERENCE:** A Proposers' Conference will be held on **Wednesday, April 12, 2023**, in the Procurement & Warehousing Services Department beginning at 2:00 pm. 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.

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

- 3.3 **QUESTIONS & INTERPRETATIONS:** Any questions concerning any portion of this RFP must be submitted, in writing, to Karlene Grant, Procurement & Warehousing Services, via e-mail to karlene.grant@browardschools.com. Any questions which require a response which 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. 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.

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS (continued)

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.3.2.10	Make a statement that Proposer will provide yearly workshops (if requested) in an effort to provide new perspectives and information on design and story ideas to each school. This will be at No Cost to SBBC or its schools and will include but not be limited to cover design, color usage, how to sell ads, layout and design.			
4.3.2.11	Make a statement that Proposer, if awarded, shall provide a Surety Bond if deposits will be accepted. See Special Condition 6.6 (Attachment K).			
4.3.2.12	Make a statement that the school reserves the right to determine the size, location and type of all advertisements.			
4.3.2.13	Make a statement that if chosen by a school, your company will provide the school proofs (hard copy or digital), typewritten and presented, as required by the publisher. In addition, Proposer shall ensure the Advisor, Principal or Designee approval will be requested at various stages of the process.			
4.3.2.14	Make a statement that Proposer will provide a sample of Yearbooks and /or Memory Books with their bid.			
4.3.2.15	Make a statement that Proposer shall retain data for five (5) years, and provide mandatory quarterly submission of sales information to schools and semi-annual submission to: The Office of Associate Superintendent of Teaching & Learning, 610 NE 13 th Avenue, Pompano Beach, FL 33060			
4.3.2.16	Make a statement that if chosen by a school, bidder will have sales information readily available to assist schools in tracking how many Yearbooks they have sold to facilitate planning.			
4.3.2.17	Make a statement that Proposer will provide guidance on fundraising tools and tips to help schools with Yearbook sales. This will include strategies on how to plan, organize and be successful at Yearbook and/or Memory book sales.			
4.3.2.18	Make a statement that Proposer will clearly notify schools of deadlines for accepting submissions and all required documentation. Proposer shall state the method that will be used for this communication to the school.			
4.3.2.19	Make a statement if schools will be offered any savings for early submission. Please indicate early deadline schedule by dates and savings if applicable. If no savings are being offered, please state that.			
4.3.2.20	Make a statement that Proposer will send Quarterly reports for spend from the parents / schools to SBBC of all goods and services purchased by schools and parents/guardians? The report should be sent on the last day of each quarter and should include a summary or overview of total sales for each school. PWS reserves the right to request additional details as needed, and Proposer agrees to provide that information within thee (3) business days. The report should be sent by email to the assigned Purchasing Agent (Karlene.grant@browardschools.com) and purchasinghelpdesk@browardschools.com and to the address below: Attention: Purchasing Agent RFP: FY23-278 Procurement & Warehousing Services 7720 West Oakland Park Blvd – Suite 323 Sunrise, FL 33351			

Revised

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)**4.3.3 COST OF GOODS/SERVICES – (Maximum 15 allowable points):**

Proposer must complete and submit each Proposal Pricing Sheet for an item in order to be considered for award. This bid will be awarded by item, as indicated on the Proposal Pricing Summary Sheet. Unit prices must be stated in the space provided on the Proposal Pricing Summary Sheet. A proposer may bid on any or all items. State your company's prices only on the Proposal Pricing Sheet (Attachment F).

- The Pricing Summary Sheet will be used for evaluation purposes and does not limit the size, quantity or options that are available to the schools. The Proposer should provide the maximum price for each box indicated. However, schools can negotiate for lesser quantities and copies at a lower price as needed. For example, if a box requests pricing for 100 copies, the school can negotiate a lower price for 10 copies.
- Prices submitted must include any applicable taxes, shipping, handling, and delivery of Yearbooks and Memory books.
- Proposer will be responsible for payment of any applicable taxes to the respective governmental entities.
- Do not add any additional items to the Proposal Pricing Sheet(s). Any additional items must be submitted under "Additional Information" tab of the Proposal Pricing Sheet(s). Prices will be evaluated only on the items requested. Although, not considered in the Cost of Services portion of the RFP, any items added as Additional Products, with prices stated, will be allowed to be ordered by the schools, if they so desire.
- Incomplete responses to any item will result in reduced allocation of points.

Maximum points will be allotted to the Proposer(s) with the lowest price, thereafter each Proposer will be awarded as a percentage of the lowest price. For example, if prices are received as follows; Proposer A submits a price of \$40, Proposer B submits a price of \$50 and Proposer C submits a price of \$60, Proposer A would receive 100% of the total points (20 Points) allowed for the Cost of Services criteria. Proposer B would receive 80% or 16 points (\$40/\$50), and Proposer C would receive 67% or 13 points (\$40/\$60). This methodology will be used to calculate the points for all bids received. Points will be rounded up or down (via Excel) to the nearest whole number.

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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 <u>all other factors are equal in point value</u>, 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. <i>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.</i> 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.
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HERFF JONES | BY YOUR SIDE.



RFP NUMBER: RFP FY23-278
YEARBOOKS AND MEMORY BOOKS
FOR ALL SCHOOLS

PROPOSER:
HERFF JONES, LLC
4501 WEST 62ND STREET
INDIANAPOLIS, IN 46268
PHONE: 1.800.837.4235
DUE DATE: APRIL 24, 2023

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LETTER OF TRANSMITTAL

YEARS OF EXPERIENCE AS A

yearbook printing company have taught us that nothing captures the energy and excitement at your school like a yearbook filled with photographs and achievements. Herff Jones is committed to providing the comprehensive yearbook services described herein.

While working with Broward County Public Schools, we listen closely to the needs of our customers — offering diverse book options, custom training sessions and expert guidance from a local representative.

Herff Jones has long been known as the educator's educator. We don't just print yearbooks. We are by your side every step of the way. We know what it takes to be a yearbook adviser, and we believe yearbook is a truly unique opportunity for students to acquire real-world skills.

Our yearbook advisers and staffs can expect to start their year on the right foot by developing a budget, goals and an achievement process.

From there, the Herff Jones Team will assist Broward County Schools on the yearbook creation with education on deadline planning, coverage, design, photography and writing. With Herff Jones, the tools and resources you need are at your fingertips.

Schools may choose to create their yearbook using Adobe InDesign or Herff Jones' powerhouse online design program, eDesign, which includes integrated access to Canva, the fastest-growing online design platform in the world.

We offer support for your sales needs, including an easy-to-use sales tracking platform and email marketing on your behalf. Our ordering site provides an easy way to purchase yearbooks, accessory and personalization items or advertisements in one place.

Promotional and merchandizing tools are also available through posters, banners and yard signs. Plus, a variety of flyer and social media graphics and templates are available for schools to customize as they wish.

We bundle into our support unmatched curriculum materials, technical support and local representatives who understand the challenges you face, the sacrifices you make and the desire you possess to produce a quality product.

Within our response for RFP FY23-278, we hope you will find the yearbook products and services we propose meet, and indeed exceed, your expectations.

The following are the present Herff Jones yearbook and memory book representatives and associates authorized to make representation for the proposer.

Herff Jones South Florida Office
22546 SW 94 PL
Cutler Bay, FL 33190

Vicky Aguirre, Sales Representative
vbaguirre@herffjones.com
305.527.3256

Jose Otero, Sales Associate
jmotero@herffjones.com
305.496.4715

Ashley Cuervo, Sales Associate
akcuervo@herffjones.com
305.965.5273

Allison Gonzalez, Sales Associate
aagonzalez@herffjones.com
305.965.5273

We assure you that you will find a superior level of dedicated service to the students and families of Broward County Public Schools. I look forward to this opportunity to provide our tradition of personal, reliable and trusted service to you and your schools.

Should you have any questions, please contact:

VICKY AGUIRRE
Representing Herff Jones
Yearbook Sales Partner
305.527.3256
vbaguirre@herffjones.com

Sincerely,


RON STOUFA
PRESIDENT

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

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	The School Board of Broward County, Florida PROCUREMENT & WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-8704 754-321-0505	REQUEST FOR PROPOSAL (RFP)	
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 33351-8704 on or before 2:00 p.m. Eastern Time (ET): 4/24/2023 at 2:00 pm 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.: FY23-278	RELEASE DATE: 4/10/2023	PURCHASING AGENT: Name: Karlene Grant Email: karlene.grant@browardschools.com
RFP TITLE: Yearbooks and Memory Books for All Schools			
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: Herff Jones, LLC	*REMIT TO: ADDRESS FOR PAYMENT: If payment(s) later to be mailed to address other than as stated on the left, please complete the section below.		
Doing Business As, if applicable:	☐ Check this box if the address is the same as stated on the left.		
Address: 4501 West 62n Street	Address: PO Box 99292		
City: Indianapolis	City: Chicago		
State: IN	Zip: 46268	State: IL	Zip: 60693
Telephone Number: 317.297.3740	Proposer's Taxpayer Identification Number: 35-1637714		
Contact Person: Vicky Aguirre, Yearbook Sales Representative	Contact Telephone Number: 800.255.6287		
Contact Person's E-Mail Address: vbaguirre@herffjones.com			
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 3820, 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, on <u>unconditional acceptance</u> 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.			
 Signature of Proposer's Authorized Representative	4/17/2023 Date		
Ron Stoupa	President		
Name of Proposer's Authorized Representative	Title of Proposer's Authorized Representative		
<i>Please sign all originals in blue ink.</i>			

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4.1.5 OTHER NAMES

STATE UNDER WHAT OTHER OR FORMER NAME(S) THE PROPOSER IS CURRENTLY OPERATING UNDER OR HAS OPERATED UNDER.

Year	Company	Event
1985	New H – J Company, Inc.	Amended name to Herff Jones, Inc.
1985	Camera Art School Photographers, Inc.	Merged into Herff Jones, Inc.
1986	Princeton Industries Corp.	Merged into Herff Jones, Inc.
1987	Inter-Collegiate Press, Inc.	Merged into Herff Jones, Inc.
1994	Collegiate Cap & Gown Nystrom HerffJones Camera Art Camera Art School Photographers	Assumed Business Names
1996	Delmar Delmar Printing & Publishing	Assumed Business Names
2004	It's About Time Herff-Jones Education Division	Assumed Business Names
2008	The Herff Jones Company of Indiana, Inc.	Merged into Herff Jones, Inc.
2009	Framing Success, Inc.	Merged into Herff Jones, Inc.
2012	Murphy Cap & Gown Company	Merged into Herff Jones, Inc.
2014	Herff Jones, Inc.	Conversion to Herff Jones, LLC
2019	Open LLC	Merged into Herff Jones, LLC

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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 proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.
- 4.1.5 **OTHER NAMES:** State under what other or former name(s) the Proposer is currently operating under or has operated under.
- 4.1.6 **NOTICE 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: Vicky Aguirre, Yearbook Sales Representative
Mailing Address: 22546 SW 94 PL, Cutler Bay, FL 33190
Email: vbaguirre@herffjones.com

With a Copy To:

Name/Title: Stacey Richards, Sr. RFP Manager
Mailing Address: 4625 West 62nd Street, Indianapolis, IN 46268
Email: slrichards@herffjones.com

- 4.2 **MINIMUM ELIGIBILITY REQUIREMENTS:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements 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 opening date of the proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of the proposal.** 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 with Section 7.1 of the RFP shall result in the disqualification of the entire proposal.

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

4.2 **MINIMUM ELIGIBILITY REQUIREMENTS (continued):**

4.2.2 Proposer must provide a statement that their company has been in the business of providing products for the category they are bidding on, as described in this RFP, for a minimum of two (2) years. If the Proposer is bidding on Yearbooks and Memory books, experience is needed for **both** categories. Proposer may include a minimum of two (2) examples in the table below.

Name/Address of School. <u>Include contact information.</u>	Number of Years providing Yearbooks and/or Memory Books for a School.
<u>Information is Included on page 12</u>	

4.2.3 Complete and return, with your proposal, **Attachment B – Conflict of Interest** of the RFP. **This is a required document.**

4.2.4 Complete and return, with your proposal, **Attachment C – Debarment** of the RFP. **This is a required document.**

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 proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposal. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

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 RFP.

4.3.1.2 Clearly indicate the category of book you are bidding on:

☐ Yearbooks only ☐ Memory Books only ☒ Yearbooks and Memory Books

4.3.1.3 **Company Profile:**

- A. Size of the organization and locations.
- B. The number of years in business.
- C. The number of years’ experience providing Yearbooks and Memory Books.
- D. Background information about the organization-e.g., philosophy, ownership, officers, and directors, management structure, organization chart of the firm, project team, etc.

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Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.3.1 Proposer's Experience & Qualifications (continued):

4.3.1.4 **References:** Provide a minimum of three (3) references, clients either past or current, for whom Proposer has provided Yearbooks and Memory Books. References shall include, at a minimum, client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by Proposer. If the Proposer has performed work for SBBC previously, at least one of the evaluation forms should be completed by them. (See **Attachment E** to be provided with the proposal)

4.3.1.5 Provide a list of names and titles of employee(s) and/or contractor(s) as well as years with Proposer's company for any persons that may visit a school campus if Proposer is selected by a school. Specify individuals' responsibilities labeling those individuals that are the Proposer's main contacts. Provide corporate and local office location(s) address(es).

Does your representative handle Yearbook &/or Memory book accounts exclusively? ☒ Yes ☐ No
List any special qualifications of your representative which would aid schools.

4.3.1.6 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

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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):**

- 4.3.2 **SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS – (Maximum 40 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.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to a comply, comply with deviations or no, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.3.2.1	Make a statement that, if awarded, your company agrees to give the opportunity to every student to purchase Yearbooks and/or Memory Books if they so desire. In addition, make a statement that one complimentary copy will be given to each school when the first order is placed.	Yes, Can Comply Statement attached		
4.3.2.2	Make a statement that, if awarded, your company will provide all the necessary forms, materials for the preparation of the manuscript and instructions for their use to the school.	Yes, Can Comply Statement attached		
4.3.2.3	Make a statement that when payment in the form of a check or otherwise is sent/given by the school to the vendor, if confirmation of payment is requested by the school this will be sent within ten (10) days.	Yes, Can Comply Statement attached		
4.3.2.4	Make a statement that your prices will include all applicable charges: taxes, shipping, handling and delivery, materials, typesetting, printing, color separations and binding for all Yearbooks and/or Memory Books.	Yes, Can Comply Statement attached		
4.3.2.5	If awarded, make a statement that your company will guarantee that Yearbooks and/or Memory Books will be of the highest quality as represented by their samples and that service will be of the highest standard to be delivered in a timely manner. Please state delivery time.	Yes, Can Comply Statement attached		
4.3.2.6	Make a statement if Proposer will offer on-line ordering service capabilities; on-line prices should be consistent with in-person prices. This information must be included on the Pricing Sheet. Please indicate the website and login details, if applicable in your Proposal.	Yes, Can Comply Statement attached		
4.3.2.7	State that your company, once chosen by a school, will have an account advisor or local servicing representative that will handle and/or manage all aspects of that school's account.	Yes, Can Comply Statement attached		
4.3.2.8	Make a statement that Proposer shall, upon being chosen by a school, provide actual brochures, pricing sheets, literature, etc., to be used, to the school principal or designee for approval prior to distribution to the students and will contain only the items, services, and costs submitted in response to this RFP.	Yes, Can Comply Statement attached		
4.3.2.9	Provide a list of all schools (comparable to the student population of an SBBC high school) where your company has provided Yearbooks and/or Memory Books during the last two years.	Yes, Can Comply Statement attached		

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 13 of 56 Pages

4.3.2 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS (continued)

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.3.2.10	Make a statement that Proposer will provide yearly workshops (if requested) in an effort to provide new perspectives and information on design and story ideas to each school. This will be at No Cost to SBBC or its schools and will include but not be limited to cover design, color usage, how to sell ads, layout and design.	Yes, Can Comply Statement attached		
4.3.2.11	Make a statement that Proposer, if awarded, shall provide a Surety Bond if deposits will be accepted. See Special Condition 6.6 (Attachment K).	Yes, Can Comply Statement attached		
4.3.2.12	Make a statement that the school reserves the right to determine the size, location and type of all advertisements.	Yes, Can Comply Statement attached		
4.3.2.13	Make a statement that if chosen by a school, your company will provide the school proofs (hard copy or digital), typewritten and presented, as required by the publisher. In addition, Proposer shall ensure the Advisor, Principal or Designee approval will be requested at various stages of the process.	Yes, Can Comply Statement attached		
4.3.2.14	Make a statement that Proposer will provide a sample of Yearbooks and /or Memory Books with their bid.	Yes, Can Comply Statement attached		
4.3.2.15	Make a statement that Proposer shall retain data for five (5) years, and provide mandatory quarterly submission of sales information to schools and semi-annual submission to: The Office of Associate Superintendent of Teaching & Learning, 610 NE 13 th Avenue, Pompano Beach, FL 33060	Yes, Can Comply Statement attached		
4.3.2.16	Make a statement that if chosen by a school, bidder will have sales information readily available to assist schools in tracking how many Yearbooks they have sold to facilitate planning.	Yes, Can Comply Statement attached		
4.3.2.17	Make a statement that Proposer will provide guidance on fundraising tools and tips to help schools with Yearbook sales. This will include strategies on how to plan, organize and be successful at Yearbook and/or Memory book sales.	Yes, Can Comply Statement attached		
4.3.2.18	Make a statement that Proposer will clearly notify schools of deadlines for accepting submissions and all required documentation. Proposer shall state the method that will be used for this communication to the school.	Yes, Can Comply Statement attached		
4.3.2.19	Make a statement if schools will be offered any savings for early submission. Please indicate early deadline schedule by dates and savings if applicable. If no savings are being offered, please state that.	Yes, Can Comply Statement attached		
4.3.2.20	Make a statement that Proposer will send Quarterly reports for spend from the parents / schools to SBBC of all goods and services purchased by schools and parents/guardians? The report should be sent by email to the assigned Purchasing Agent (Karlene.grant@browardschools.com) and purchasinghelpdesk@browardschools.com and to the address below: Attention: Purchasing Agent RFP: FY22-204 Procurement & Warehousing Services 7720 West Oakland Park Blvd – Suite 323 Sunrise, FL 33351	Yes, Can Comply Statement attached		

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 14 of 56 Pages

4.3.2 **SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS (continued)**

Section	Scope of Service	Yes, Can Comply	Yes, Can Comply But with Stated Deviations	No, Cannot Comply or Provide
4.3.2.21	Make a statement that the Proposer will meet with the schools and provide Yearbook and Memory books samples for evaluation by the school. Once the vendors have been awarded as part of the pod; they will need to present to District schools, when requested by the school Principal or Designee, to participate in the school selection committee meeting to review their products, to assist the school's representative(s) in making an informed choice in selecting that vendor for that year's graduating class. School representatives may consist of: • Principal or Designee • DAC and/or PTSA • Student Gov't representative • Student Activities Director • Senior Departmental Chair • Students • Parent Volunteer The schools must provide the "Sample Confirmation of Services" form (Attachment J) to the Procurement & Warehousing Services Department prior to commencement of using of the selected vendor. This must be done yearly and if the vendor does not receive this form, they cannot provide services to ANY school.	Yes, Can Comply Statement attached		
4.3.2.22	Describe any additional services which your company will provide at no charge. This must be products / services that are intended to benefit the student body ONLY and not to be any type of gifts to staff or administrators, travel, or sponsorships and or monies given to the schools for food and or events. All additional services must be included on this response and if any changes are needed, they must be approved by Procurement & Warehousing Services Department prior to affording of the additional services to the schools, staff and or students.	Yes, Can Comply Statement attached		
4.3.2.23	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in Attachment L. <u>Note: General Condition 7.1 and Section 4.2.1 are non-negotiable and any proposal that fails to accept these conditions shall be rejected.</u> Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.	Yes, Can Comply Statement attached		

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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

DETAILED INFORMATION IS OUTLINED BELOW FOR THIS SECTION. IN THE EVENT THAT A SPECIFIC ITEM IS NOT ADDRESSED IT SHOULD BE ASSUMED THAT HERFF JONES UNDERSTANDS THE REQUIREMENT AND AGREES WITH THE STATEMENT.

4.2 Minimum Eligibility Requirements:

Understood.

4.2.1

Herff Jones will meet or exceed the requirements as written in Section 7.1 for this contract. Yes.

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 with Section 7.1 of the RFP shall result in the disqualification of the entire proposal.

4.2.2

Herff Jones has been in the business of providing yearbooks and memory books for more than 50 years. Herff Jones, as a company, has been doing business with schools throughout the country for more than 100 years. All local Herff Jones Representatives have been in the business of providing yearbooks and memory books for the School Board of Broward County for well over 20 years. The tenure of our direct representatives is Vicky Aguirre: over 20 years, Jose Otero, over 15 years, Ashley Cuervo, over six years, and the newest member Allison Gonzalez, one year.

Examples of yearbook experience

- 54 Year Customer: Miami Beach Senior High School, 2231 Prairie Ave, Miami Beach, FL 33139-1517
 - Katora Mobley, kmobley@dadeschools.net
- 53 Year Customer: Cardinal Gibbons High School, 2900 NE 47th St., Fort Lauderdale, FL 33308
 - Principal Oscar Cedeno, cedeno@cghsfl.org
- 42 Year customer: Miami Senior High School, 2450 SW 1st St., Miami, FL 33135-1402
 - Idania Diaz, idania.diaz@dadeschools.net
- 38 Year customer: South Dade Senior High School, 28401 SW 167th Ave., Homestead, FL 33030
 - Patrick Sicher, psicher@gmail.com
- 37 Year customer: Shenandoah Middle School, 1950 SW 19th St., Miami, FL 33145-2127
 - Terri Herrera, tjherrera@dadeschools.net
- 28 Year customer: South Broward High School, 1901 N Federal Hwy., Hollywood, FL 33020
 - Adriana Quinones, a.quinonez@browardschools.com
- 26 Year customer: Cooper City High School, 9401 Stirling Rd., Cooper City, FL 33328
 - Seth Nadler, seth.nadler@browardschools.com
- 19 Year customer: Everglades High School, 17100 SW 48 Court, Miramar, FL 33027
 - Precila Joy Buot Losenara, precilajoybuot.losenara@browardschools.com
- 18 Year customer: Western High School, 1200 SW 136th Ave., Davie, FL 33325-4304
 - Kara Mullins, kara.mullins@browardschools.com

Examples of memory book experience

- 15 Year customer: International Studies Charter, 2480 SW 8th Street, Miami, FL 33110
 - Lisandro Chamizo lchamizo@ischs.net
- 15 Year customer: Mater East Charter Elementary, 450 SW 4th St., Miami, FL 33130
 - Rosa Ruiz rruiz@matereast.com
- 14 Year customer: Somerset Academy Miramar, 12601 Somerset Blvd., Miramar, FL 33410
 - Patricia Carrillo, pcarrillo1@somersetmiramar.com
- 13 Year customer: Blue Lakes Elementary, 9250 SW 52nd Terrace, Miami, FL 33165
 - Ana Marie Cain anamarielain@me.com

4.2.3

Attachment B - Conflict of Interest. Completed Conflict of Interest form included within this proposal.

4.2.4

Attachment C - Debarment. Debarment form included within this proposal.

4.3 EVALUATION CRITERIA

Understood.

4.3.1 Proposer's Experience & Qualifications - (Maximum 20 allowable points)

Understood

4.3.1.1 Executive Summary

Herff Jones and local representatives Vicky Aguirre, Jose Otero, Ashley Cuervo, and Allison Gonzalez fully understand the nature and the scope of services required. They are capable of complying with all terms and conditions of the RFP. Herff Jones and local representatives Vicky Aguirre, Jose Otero, Ashley Cuervo, and Allison Gonzalez have a history over many years. They will continue to provide the finest quality products covered under this RFP and continue to provide excellent service to the students and the schools in Broward County. Herff Jones has been producing yearbooks and memory books for more than 50 years and is the very best in the industry for producing both yearbooks and memory books providing the highest standard of service. We pride ourselves on being the leaders in student journalism.

Herff Jones produces the most-award-winning books in the nation for both Columbia Scholastic Press Association and the National Press Scholastic Association. They are proud to partner with our schools. Together, they work with yearbook staffs across the county to capture and sell a detailed history of the year. Working with Herff Jones places schools in partnership with the printing plant and our local team of representatives. Customers can count on them throughout the year to assist in training their yearbook and memory book advisers and staffs, implementing new computer software, brainstorming, designing pages, and selling ads and yearbooks. Herff Jones stands behind its commitment to quality service and is pleased to offer the following service guarantee to your school:

- Regularly scheduled appointments by local representatives in the schools
- Phone, text, and e-mail availability daily
- Knowledgeable assistance from plant personnel
- Ongoing technical and instructional support
- 24-hour online access to account information
- Regular budget updates

We are aware of the needs of the students, schools, and the administration and will go to any length to see that the yearbook is produced that enhances the school's tradition and the student experience.

4.3.1.2

Herff Jones is submitting bids for Yearbooks and Memory Books.

☐ Yearbooks only

☐ Memory Books only

☒ Yearbooks and Memory Books

4.3.1.3 Company Profile

A. Size of Organization and Locations.

The company currently has approximately 1,452 active employees and 400+ sales representatives, most of whom are independent contractors and operate in 6 locations throughout the United States. Herff Jones pays all vendor invoices from its headquarters located in Indianapolis. For the purposes of the yearbook, the following locations are listed for this RFP:

Herff Jones Corporate Headquarters:

4501 West 62nd Street
Indianapolis, IN 46268

Herff Jones Yearbook Plant:

2525 Midpoint Drive
Edwardsville, KS 66111

Herff Jones South Florida Office

Vicky Aguirre, Jose Otero, Ashley Cuervo, Allison Gonzalez
22546 SW 94 PL., Cutler Bay, FL 33190

Herff Jones Remittance

P.O. Box Box 99292
Chicago, IL 60693

B. The Number of years in business.

Herff Jones has been in business for over 102 years. If a century has taught us anything, it's that every student deserves to be celebrated.

C. The Number of years experience providing Yearbooks and Memory Books.

Herff Jones began partnering with schools to produce yearbooks more than 50 years ago.

Sales Representatives dedicated to Broward County:

Vicky Aguirre: Over 20 Years

Jose Otero: Over 17 Years

Ashley Cuervo: Over 6 Years

43 years of total SERVICE in BROWARD COUNTY

D. Background Information about the organization- e.g., philosophy, ownership, officers, and directors, management structure, organization chart of the firm, project team, etc.

With a mission to inspire achievement and create memorable experiences for young people, Varsity Brands elevates the student experience, promotes participation, and celebrates achievement throughout the three unique but interrelated businesses: Herff Jones, A Varsity Achievement Brand, BSN Sports, A Varsity Sport Brand, and Varsity Spirit. Together, all three promote personal, school, and community pride through customizable products and programs for elementary and middle schools, high schools, and colleges/universities, as well as church organizations, professional and collegiate sports teams, and corporations. All are a part of the recognition, motivation, and education that is rooted in our DNA and nurtured by our history. Our business has always been about people. That's why we exist. It's who we are. We strengthen communities by recognizing and celebrating everyone's accomplishments.

The officers of the company include: Burton Brillhart – Chief Legal Officer, General Counsel, Chief of Staff & Secretary Martha May – Chief Human Resources Officer, Ken Moore – Chief Technology Officer and Senior Vice President Jay Felkins – Senior Vice President, Deputy General Counsel & Assistant Secretary, Naima Starks – Senior Vice President, Deputy General Counsel & Assistant Secretary, Jerry Garcia – Senior Vice President, Deputy General Counsel & Assistant Secretary, Mike Neff – Senior Vice President, Financial Planning & Analysis & Treasurer, Andrew Checketts – EVP Strategy & Transformation.

ORGANIZATIONAL CHART

Herff Jones - Broward Co.



KYLE DUNN
Executive Vice President



RIKA CUFF
Vice President
K-12



JOHN COX
Vice President
Yearbook Sales



JOSE OTERO
Yearbook Sales Associate
Herff Jones Yearbooks



BEN HACK
Regional Sales Manager
K-12 FL/AL/PR



VICKY AGUIRRE
Yearbook Sales Representative
South Florida



ASHLEY CUERVO
Yearbook Sales Associate
South Florida



ALLISON GONZALEZ
Yearbook Sales Associate
South Florida



YOUR TEAM
CARING. DEPENDABLE. EXPERT.



VICKY
AGUIRRE

Yearbook Sales Representative
305.527.3256
vbaguirre@herffjones.com



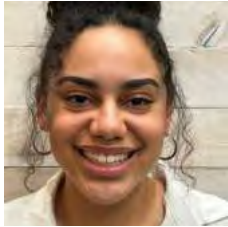
JOSE
OTERO

Yearbook Sales Associate
305.896.7021
jmotero@herffjones.com



ASHLEY
CUERVO

Yearbook Sales Associate
305.495.4715
akcuervo@herffjones.com



ALLISON
GONZALEZ

Yearbook Sales Associate
305.965.5273
aagonzalez@herffjones.com



BEN
HACK

Regional Sales Manager
502.435.7632
bchack@herffjones.com

CUSTOMER
SERVICE

800.255.6287
M-F; 7am to 4pm CST

CUSTOMER
SERVICE ADVISERS

- Dylan Barnett
- Valerie Barson
- Jeannie Brown
- Jill Camburako
- Brenda Cartmill
- Sarah Eagle
- Allie Ely
- Jennifer Gladbach
- Shay Harris
- Cait Hauck
- Lesli Hawkes
- Jeremy Himmelberg
- Elizabeth Hittner
- Lisa Merino
- Jackson Nix
- Mark Plyler
- Scot Robinson
- Deborah Rock
- Amanda Schefter
- Chris Speth
- Debbie Thomas

TECH
SUPPORT

877.362.7750
herff.ly/tech-support
M-F; 7am to 7pm CST

TECH SUPPORT
ADVISERS

- LaDawn Peavler
- Holly Stark
- Emmanuel Camburako
- Courtney Harris
- Gina Kowalewski
- Joey Deja
- Michelle Shanks

ART
SERVICES

This team works in both
production and creative to
ensure you have the highest
quality imaging and printing.

ART SERVICES

- Ellie Long
- Ali Moses
- Michelle DeMars
- Andrew Nelson
- Anna Roeckers
- Ashley Morris
- Austen Westcott
- Brian Webster
- Christina Woods
- Darien Buford
- Darren Kennedy
- Drew Brady
- Eli Wegele
- Haley Williams
- Heather Fatino
- Jacky Shan
- Jasmine Lawson
- Kenny Long
- Kayla Farrell
- Kirk Headley
- Marie Brink
- Michael Brundis
- Michelle Julmisse
- Muriel Fogarty
- Nate Anderson
- Rachael Wilkinson
- Reggie Herman
- Satoshi Inoue
- Taylor Gonnerman

YOUR LOCAL SUPPORT

AVAILABLE. HELPFUL. UNMATCHED.

VICKY AGUIRRE

SALES REPRESENTATIVE, HERFF JONES YEARBOOKS

Vicky Aguirre has been a Herff Jones yearbook representative in South Florida for over 20 years. Her love for yearbooks started in 1994 as a high school sophomore. She stayed on her yearbook staff as editor-in-chief for her junior and senior high school years. Vicky received her English bilingual education degree from the University of Texas, after which she returned home to South Florida when she joined the Herff Jones team. Her favorite part of her job is working with talented students day in and day out in the classroom. In 2017, Vicky was inducted into the Herff Jones Hall of Fame. When she is not yearbooking, she is busy as a mom of 3 incredible children: 1 in college, 1 in high school, and 1 in middle school.

JOSE OTERO

SALES REPRESENTATIVE, HERFF JONES YEARBOOKS

Jose Otero has been involved with yearbooks for over 27 years. He served on his middle school, high school, and college yearbook staff. Jose's earned his bachelor's degree in Journalism and Mass Communications. In 2022, Jose received the Gold Medallion from FSPA and was inducted into the Herff Jones Hall of Fame in 2022.

ASHLEY CUERVO

SALES REPRESENTATIVE, HERFF JONES YEARBOOKS

Ashley Cuervo has worked with Herff Jones for six years and has been involved with Yearbooks since middle school. Ashley served as the editor and chief of the John A. Ferguson yearbook in 2015-2016. Then, when she began her collegiate career, she joined the South Florida Yearbook team part-time. This eventually led to a full-time associate position once she graduated. She has a Master's in Business Administration and a Bachelor's in Public Relations from Florida International University. Ashley also teaches annually at the Florida Yearbook Workshop in Orlando annually.

ALLISON GONZALEZ

SALES REPRESENTATIVE, HERFF JONES YEARBOOKS

Allison Gonzalez, the newest member of the team, joined the South Florida yearbook team in the summer of 2022. She began her love of yearbooks in middle school and then into high school where she served as editor-in-chief. Allison is currently completing her Bachelors in English after which she looks forward to earning her Masters in Business Administration from Florida International University.

BY YOUR SIDE THROUGH EACH STEP

EXPERT NETWORK

Our most trusted journalism ambassadors, these experts, teach young journalists and partner with new advisers at workshops and through direct consultations at every national journalism convention.

CERTIFIED TECHNICAL SUPPORT

We staff a toll-free hotline for you and your students. We can even work on your pages with you remotely through our “Show Me” access capabilities.

INSTRUCTIONAL RESOURCES

Regardless of your goals or experience, we provide the resources you and your program need to thrive. Flexible instructional resources help you meet you and your students where they are.

INSPIRATION

Through Portfolio, our annual publication of our customers’ best work, we inspire schools to reach new heights. You can find its online companion on Yearbook Discoveries, along with other inspiration and support through Adviser Assistance emails.

AREA WORKSHOPS

All across our network, we offer the most current training on trends, business development, software and program management. You will never yearbook alone.

REPUTATION

Our involvement in state, regional and national scholastic press associations, and our presence on their programs, makes us active partners in empowering the storytellers of this generation.

OUR PERSONAL COMMITMENT

Tell us the way you work and what you need.
We'll customize a plan.

We don't sit back and wait for you to ask for
help or a calendar. We plan ahead.

We don't just give a technical support
number and wish you luck. We'll be there, in
your class, just like we planned.

We'll help plan your budget and help you
stick to it every step of the way.

We'll roll up our sleeves. We'll be active
members of your staff. Put us to work.

WHERE INK MEETS PAPER

YOU TAKE THE PHOTOS. YOU DESIGN THE SPREADS.
WE TURN THOSE INTO A KEEPSAKE STUDENTS WILL REACH FOR AGAIN AND AGAIN. WHEN WE SAY BOUND BY HERFF, WE KNOW THE QUALITY-OBSESSED EMPLOYEES IN OUR PLANTS MAKE THAT COMMITMENT COME TO LIFE.



TAKE A VIRTUAL TOUR OF THE PLANT.
Visit herff.ly/plant-tour.



TRI-CERTIFIED PAPER
Learn more online:
herff.ly/yearbook-sustainability
herff.ly/sustainability

- All non-embedded images in a Herff Jones book pass through ColorPlus for individual enhancement.
- We run a 10-color Komori, 8-color Komori and two 8-color Heidelberg presses.
- Continuously updating our leading-edge printing equipment to take advantage of new technologies.
- We use only chain-of-custody stock, tri-certified by the Forest Stewardship Council.
- Award-winning environmental practices include exclusive use of vegetable-based inks for printing, natural corn starch as press powder and organic, renewable bindery glue.
- We recycle more than 2,150 tons of paper and more than 200 tons of aluminum annually.

EVERYONE CARES.

WITH GENERATIONS OF HERFF JONES FAMILY HISTORY, OUR PLANT PERSONNEL CARE ABOUT THE PEOPLE, THE PRODUCT AND THE PROCESS.



YOUR CSA

Our reps are the best in the business. And, behind them are caring, trained, friendly and do-anything-for-you customer service pros. Ask anyone. You'll see. Your rep is your local contact, and your customer service adviser works in the plant shepherding your pages through production.



COVER ARTISTS

Our artists bring your ideas to life. They work from written instructions or collaborate with you in an online design session or at local design clinics. Want to see something cool?
Watch one of our artists create a custom cover at herff.ly/speeddesign.



NEVER STOP IMPROVING

We receive regular inspections from outside consultants to ensure that we meet, and exceed, government regulations. For years, our plants have been recognized for their adherence and dedication to the best practices for environmentally sound businesses.



NO TECH SUPPORT BOTS

Our certified technical support advisers assist you over the phone, by email or even through online chat. They can log onto your computer remotely to walk you through the necessary steps to correct whatever issue you are having. No question goes unanswered, nor does any call.

4.3.1.4 References

Herff Jones has provided a minimum of three (3) references, clients either past or current, for whom Proposer has provided Yearbooks and Memory Books. References have been provided on Attachment E.

4.3.1.5

Herff Jones Representatives serving Broward County

Vicky Aguirre - Herff Jones Yearbook Representative South Florida

Jose Otero - Herff Jones Yearbook Associate South Florida

Ashley Cuervo - Herff Jones Yearbook Associate South Florida

Allison Gonzalez - Herff Jones Yearbook Associate South Florida

Local Representative Office

22546 SW 94 PL

Cutler Bay, FL 33190

Does your representative handle Yearbook &/or Memory book accounts exclusively? ☒ Yes ☐ No
List any special qualifications of your representative which would aid schools.

Herff Jones Corporate Representatives:

Ben Hack - Manager, Florida Herff Jones

Greg Wright - Director of Sales, East Herff Jones

Rika Cuff - Vice President of Sales Herff Jones

John Cox - Vice President of Sales Herff Jones

Kyle Dunn - Executive Vice President Herff Jones

Andrew Checketts - EVP Strategy & Transformation Herff Jones

Ron Stoupa - President of Herff Jones

Herff Jones Corporate Office Headquarters:

Herff Jones, LLC

4625 W. 62nd Street

Indianapolis, IN 46268

4.3.1.6 Litigation:

The below includes recent litigation.

- In re: Herff Jones Data Breach; Case No. 1:21-cv-1329; U.S. District Court for the Southern District of Indiana, Indianapolis Division: This was a putative class action claim that has been closed.
- Linda Bloxom, individually and on behalf of all others similarly situated v. Herff Jones, LLC; Case No. 2:21-cv-0207-CSB-EIL; U.S. District Court for the Central District of Illinois: This is a putative class action claim that has been stayed.
- Sharmina Shrestha and Devris Hunt, et al. v. Herff Jones, LLC; Case No. 2021L00183; Circuit Court of the Sixth Judicial Circuit, Champaign County, Illinois: This was a putative class action claim that has been closed.
- Odagiu v. Herff Jones, LLC; 1:2021cv03380; Illinois Northern District Court: This case has been closed.
- American Spirit and Cheer Essentials, Inc. et al v. Varsity Brands, LLC et al; 2:2020cv02782; Tennessee Western District Court: This is a putative class action claim that is an open matter.
- Stephen Bonzagni v. Herff Jones; 1:19-cv-00145; Rhode Island District Court: This matter has been closed.

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

4.3.2 Scope of Services & Performance Specifications

DETAILED INFORMATION IS OUTLINED BELOW FOR THIS SECTION. IN THE EVENT THAT A SPECIFIC ITEM IS NOT ADDRESSED IT SHOULD BE ASSUMED THAT HERFF JONES UNDERSTANDS THE REQUIREMENT AND AGREES WITH THE STATEMENT.

4.3.2.1

Make a statement that, if awarded, your company agrees to give the opportunity to every student to purchase Yearbooks and/or Memory Books if they so desire. In addition, make a statement that one complimentary copy will be given to each school when the first order is placed.

Yes. Can Comply. Herff Jones believes that every student who desires a Yearbook and/or Memory Book will be provided the opportunity to purchase one. One complimentary copy of the yearbook will be provided to the school free of charge.

4.3.2.2

Make a statement that, if awarded, your company will provide all the necessary forms, materials for the preparation of the manuscript and instructions for their use to the school.

Yes. Can Comply. Herff Jones will provide all the necessary forms, materials for the preparation of the manuscript and instructions for their use to the school.

4.3.2.3

Make a statement that when payment in the form of a check or otherwise is sent/given by the school to the vendor, if confirmation of payment is requested by the school this will be sent within ten (10) days.

Yes. Can Comply. If requested by school, Herff Jones agrees to confirm receipt of payment with ten (10) days of request.

4.3.2.4

Make a statement that your prices will include all applicable charges: taxes, shipping, handling and delivery, materials, typesetting, printing, color separations and binding for all Yearbooks and/or Memory Books.

Yes. Can Comply. Herff Jones prices will include all applicable charges: taxes, shipping, handling and delivery, materials, typesetting, printing, color separations, and binding for all Yearbooks and/or Memory Books.

4.3.2.5

If awarded, make a statement that your company will guarantee that Yearbooks and/or Memory Books will be of the highest quality as represented by their samples and that service will be of the highest standard to be delivered in a timely manner. Please state delivery time.

Yes. Can Comply. If awarded, Herff Jones will guarantee that Yearbooks and/or Memory Books will be of the highest quality and that the service provided to the schools will be of the highest standard and be delivered in a timely manner. Delivery time will be agreed upon mutual agreement with Herff Jones and the advisor on school by school basis.

4.3.2.6

Make a statement if Proposer will offer on-line ordering service capabilities; on-line prices should be consistent with in-person prices. This information must be included on the Pricing Sheet. Please indicate the website and login details, if applicable in your Proposal.

Yes. Can Comply. If awarded, Herff Jones will offer on-line ordering service capabilities; on-line prices will be consistent with in-person pricing.

4.3.2.7

State that your company, once chosen by a school, will have an account advisor or local servicing representative that will handle and/or manage all aspects of that school's account.

Yes. Can Comply. Herff Jones, once chosen by a school, will have an account advisor or local servicing representative that will handle and/or manage all aspects of that school's account. Herff Jones presently has three (4) local Representatives that service Broward County.

4.3.2.8

Make a statement that Proposer shall, upon being chosen by a school, provide actual brochures, pricing sheets, literature, etc., to be used, to the school principal or designee for approval prior to distribution to the students and will contain only the items, services, and costs submitted in response to this RFP.

Yes. Can Comply. Herff Jones will, upon being chosen by a school, provide actual brochures, pricing sheets, literature etc., to be used, to be used, the school principal or designee for approval prior to distribution to the students and will contain only the items, services, and costs submitted in response to this RFP.

4.3.2.9

Provide a list of all schools (comparable to the student population of an SBBC high school) where your company has provided Yearbooks and/or Memory Books during the last two years.

Yes. Can Comply. Refer to the following page for the list of schools Herff Jones has provided Yearbooks and or Memory books during the last two years that are comparable to the student population of an SBBC high school.

HERFF JONES PROPRIETARY AND CONFIDENTIAL

LIST OF SCHOOLS

BROWARD, MIAMI DADE, & MONROE COUNTIES SERVICED OVER THE LAST TWO YEARS BY VICKY AGUIRRE, JOSE OTERO, ASHLEY CUERVO, & ALLISON GONZALEZ

Alonzo & Tracy Mourning HS
American Senior HS
AP Mays Arts Conservatory
Archbishop McCarthy HS
Archimedean Upper Conservatory
Aventura City of Excellence
Avocado ES
Barbara Goleman Sr. HS
Belen Jesuit Preparatory School
Biotech @ Richmond Heights HS

Blanche Ely High

Blue Lakes ES
Calvary Christian Academy
Cardinal Gibbons HS
Center for International Education
Chaminade-Madonna College Prep

Charles W. Flanagan High

Christ Fellowship Academy
Christopher Columbus HS
Citrus Grove MS

Cooper City High

Coral Gables Sr. HS

Coral Glades High

Coral Reef Senior High
Corkscrew MS
Cutler Bay Sr. HS

Cypress Bay High

Dade Christian School
David Posnack Jewish Day School
Divine Savior Academy
Doctors Charter School
Doral Academy Preparatory School
Downtown Doral Charter US
Dr. Michael M. Krop Sr HS
East Naples MS
Eugenia B. Thomas K-8 Center
Everglades City School

Everglades High School

Everglades K-8 Center
Everglades Preparatory Academy
Excelsior Language Academy

Falcon Cove Middle

Felix Varela Sr. HS
Florida Christian School

Forest Glen Middle

Fort Lauderdale High

G. Holmes Braddock Sr. HS
George Washington Carver MS
Glades MS (Dade)
Gladeview Christian School
Good Shepherd Catholic School
Granada Day School
Gulfview MS
Herbert Ammons MS
Hialeah-Miami Lakes Sr. HS

Hollywood Hills High

Homestead Sr. HS School
Horace O'Bryant School
Imagine Charter PTP @ Weston
iMater Academy
Immaculate Conception School
Innovation Center
International Studies Academy
Charter- Hollywood
International Studies Charter
iPreparatory North Academy
iTech@Thomas A. Edison EC
JC Bermudez Sr. HS
John A. Ferguson Sr. HS
John F. Kennedy MS
Jose Marti MAST 6-12
Kendall Christian School
Key West HS
Keys Gate HS
Kinloch Park MS
Lamar Louise Curry MS
Law Enforcement Officers' Mem .HS
Lawton Chiles MS
Little Flower Catholic School
Manatee MS
Mandarin Lakes K-8 Academy
Marathon Middle HS

Margate Middle

MAST @ FIU
MAST Academy
Mater Academy Biscayne
Mater Academy Charter Middle-High
Mater Beach Academy
Mater Brickell
Mater Cutler Bay Academy
Mater East ES
Mater ES
Mater Lakes Academy

McNicol Middle School

Miami Arts Studio @ ZG
Miami Beach Nautilus MS
Miami Beach Sr. HS
Miami Carol City Sr. HS
Miami Central Sr. HS
Miami Coral Park Sr. HS
Miami Edison Sr. HS
Miami Jackson Sr. HS
Miami Lakes Educational Center
Miami Lakes MS
Miami Norland Sr. HS
Miami Northwestern Sr. HS
Miami Sr. HS
Miami Southridge Sr. HS-
Miami Springs Sr. HS

Miami Springs MS
Miami Sunset Sr. HS
Monsignor Edward Pace High School
North Miami Beach Sr. HS
North Miami Sr. HS

Nova High

Nova Middle

Olsen Middle

Our Lady of Lourdes Parish School
Our Lady of the Lakes Catholic School
Palm Glades Preparatory Academy
Palm Springs MS
Palmetto Christian
Pembroke Pines Charter HS
Pine Ridge MS
Pinecrest Preparatory 6-12
Pinecrest South Academy
Plantation Key School

Plantation High

Poinciana ES
Ponce de Leon MS
Redland Middle School
Riviera Day Schools
Riviera Preparatory School
Rockway MS
Robert Morgan Educational Center
Ronald W. Reagan Doral Sr. HS
Ruben Dario MS
St. Agnes Catholic School
St. Bernadette School
St. Brendan HS
St John The Apostle School
St. Louis Covenant School
St. Mark Catholic School
St. Mary Cathedral School
St. Patrick Elementary School
St. Rose Catholic School
St. Thomas Aquinas High School
St. Thomas Episcopal Parish School
St. Thomas the Apostle Catholic School
School for Advanced Studies
(All Campuses)
Shenandoah MS

Silver Trail Middle

SLAM Miami
SLAM North
Somerset Academy Miramar
Somerset Academy of Central Miramar
Somerset Academy Charter High -
Pembroke Pines
Somerset Academy Charter High - Dade
Somerset Academy Prep Sunset
Somerset Academy Silver Palms K-8

Somerset Academy Soho 6-12
Somerset Academy South Miami
Somerset Chapel Trail
Somerset College Prep
Somerset Academy Dade
Somerset Academy Gables
Somerset Neighborhood Charter
Somerset Oaks Academy
Somerset Prep Academy- Homestead
Somerset Silver Palms Princeton

South Broward High

South Dade Sr. HS
South Dade MS
South Miami Sr. HS
Southwest Miami Sr. HS
Stanley Switlik ES

Stranahan High

Temple Beth Am
TERRA Environmental Research Inst.
The Divine Savior School
The Master's Academy
True North Classical Academy (All
Campuses)

West Broward High

West Miami MS
Westminster Christian School
Westwood Christian School

Westchester Elementary

Western High

Westland Hialeah Sr. HS
Westminster Christian School
Westwood Christian School
William H. Turner Technical Arts HS
WR Thomas MS
Young Women's Preparatory Aca.

4.3.2.10

Make a statement that Proposer will provide yearly workshops (if requested) in an effort to provide new perspectives and information on design and story ideas to each school. This will be at No Cost to SBBC or its schools and will include but not be limited to cover design, color usage, how to sell ads, layout and design.

Yes. Can Comply. Herff Jones will provide yearly workshops (if requested) in each school to provide new perspectives and information on design and story ideas. This will be at No Cost to SBBC or its schools and will include but not be limited to cover design, color usage, how to sell yearbooks and ads, layout and design. Optional workshops are available where charges may apply outside of the county.

4.3.2.11

Make a statement that Proposer, if awarded, shall provide a Surety Bond if deposits will be accepted. See Special Condition 6.6 (Attachment K).

Yes. Can Comply. Herff Jones will comply with the Surety Bond requirements as stated. A copy of the current Surety Bond is included in this packet for all current SBBC customers and will be applied to any additional future accounts.

4.3.2.12

Make a statement that the school reserves the right to determine the size, location and type of all advertisements.

Yes. Can Comply. Herff Jones will always follow the direction of our schools to reserve the right to determine the size, location and type of advertisement.

4.3.2.13

Make a statement that if chosen by a school, your company will provide the school proofs (hard copy or digital), typewritten and presented, as required by the publisher. In addition, Proposer shall ensure the Advisor, Principal or Designee approval will be requested at various stages of the process.

Yes. Can Comply. Herff Jones will provide the school proofs (hard copy or digital), typewritten and presented, as required by the publisher. In addition, Proposer shall ensure the Advisor, Principal or Designee approval will be requested at various stages of the process.

4.3.2.14

Make a statement that Proposer will provide a sample of Yearbooks and /or Memory Books with their bid.

Yes. Can Comply. Herff Jones has included samples of Yearbooks and Memory Books.

4.3.2.15

Make a statement that Proposer shall retain data for five (5) years, and provide mandatory quarterly submission of sales information to schools and semi-annual submission to:

**The Office of Associate Superintendent of Teaching & Learning,
610 NE 13th Avenue,
Pompano Beach, FL 33060**

Yes. Can Comply. If awarded, Herff Jones will retain data for five (5) years and provide quarterly submissions of sales information to schools and semi-annual submissions to the Office of Associate Superintendent of Teaching & Learning.

4.3.2.16

Make a statement that if chosen by a school, bidder will have sales information readily available to assist schools in tracking how many Yearbooks they have sold to facilitate planning.

Yes. Can Comply. If chosen by a school, Herff Jones will have sales information readily available to assist schools in tracking how many Yearbooks they have sold to facilitate planning.

4.3.2.17

Make a statement that Proposer will provide guidance on fundraising tools and tips to help schools with Yearbook sales. This will include strategies on how to plan, organize and be successful at Yearbook and/or Memory book sales.

Yes. Can Comply. Herff Jones will provide guidance on fundraising tools and tips to help schools with Yearbook sales. This will include strategies on how to plan, organize and be successful at Yearbook and/or Memory book sales.

4.3.2.18

Make a statement that Proposer will clearly notify schools of deadlines for accepting submissions and all required documentation. Proposer shall state the method that will be used for this communication to the school.

Yes. Can Comply. Herff Jones works with each school to determine a deadline schedule for submissions and all required documentation that is mutually beneficial to both parties. Schools receive printed and emailed deadlines. Deadlines are also posted on www.myhjyearbook.com with the most current deadline status information.

4.3.2.19

Make a statement if schools will be offered any savings for early submission. Please indicate early deadline schedule by dates and savings if applicable. If no savings are being offered, please state that.

Yes. Can Comply. There are no financial savings for completing deadline schedules early. However, the ship date will be adjusted earlier based on the final date of completion on a case-by-case basis by the scheduling department at the printing plant.

4.3.2.20

Make a statement that Proposer will send Quarterly reports for spend from the parents / schools to SBBC of all goods and services purchased by schools and parents/guardians?

The report should be sent by email to the assigned Purchasing Agent (Karlene.grant@browardschools.com) and purchasinghelpdesk@browardschools.com and to the address below:

Attention: Purchasing Agent

RFP: FY22-204

Procurement & Warehousing Services

7720 West Oakland Park Blvd – Suite 323, Sunrise, FL 33351

Yes. Can Comply. Herff Jones will send quarterly reports for spend from the parents/schools to SBBC of all goods and services purchased by schools and parents/guardians. The reports will be emailed to the assigned purchasing Agent, Karlene.grant@browardschools.com and purchasinghelpdesk@browardschools.com and to the address of Attention:

Purchasing Agent

RFP: FY23-278

Procurement & Warehousing Services

7720 West Oakland Park Blvd – Suite 323, Sunrise, FL 33351

4.3.2.21

Make a statement that the Proposer will meet with the schools and provide Yearbook and Memory books samples for evaluation by the school. Once the vendors have been awarded as part of the pool; they will need to present to District schools, when requested by the school Principal or Designee, to participate in the school selection committee meeting to review their products, to assist the school's representative(s) in making an informed choice in selecting that vendor for that year's graduating class. School representatives may consist of:

- Principal or Designee
- DAC and/or PTSA
- Student Gov't representative
- Student Activities Director
- Senior Departmental Chair
- Students

- **Parent Volunteer**

The schools must provide the “Sample Confirmation of Services” form (Attachment J) to the Procurement & Warehousing Services Department prior to commencement of using of the selected vendor. This must be done yearly and if the vendor does not receive this form, they cannot provide services to ANY school.

Yes. Can Comply. Herff Jones will meet with the school and provide Yearbook and Memory book samples for evaluation by the school. Also, Herff Jones will present to a selection committee at each District School if requested by the Principal or Designee. If awarded as part of the pool, Herff Jones will present to District Schools when requested by the school principal or Designees.

4.3.2.22

Describe any additional services which your company will provide at no charge. This must be products / services that are intended to benefit the student body ONLY and not to be any type of gifts to staff or administrators, travel, or sponsorships and or monies given to the schools for food and or events. All additional services must be included on this response and if any changes are needed, they must be approved by Procurement & Warehousing Services Department prior to affording of the additional services to the schools, staff and or students.

Yes. Can Comply. If Awarded, Herff Jones will provide the following additional services at no charge.

- **Believe in You** www.varsitybrands.com/believe-in-you
 - Herff Jones will enroll schools in the Believe in You program, which is a student leadership program that offers free leadership resources for all students. Students develop leadership skills with the Leadership Cycle Workshops and Emotional Education journals. As part of Believe in You, a lineup of inspirational speakers, including Kevin Atlas, will lead discussions at schools to empower students and adults and lead a national conversation focused on creating positive change and promoting action to enhance mental health awareness in schools for students and educators.
- **HJ eDesign-Online Yearbook and Memory Book online design software**
 - Access to Canva and Google drive through our integrated plugins on our eDesign online software.
 - Submit double-page spreads or single pages.
 - Spell check and name check instantly
 - Move pages around in the eDesign ladder and the remaining pages adjust to accommodate.
 - Use the Library to organize images, artwork and templates.
 - Design custom covers, endsheets and pages
 - Preserve the integrity of your yearbook designs with the lock and unlock page elements features.
 - Simplify the process of flowing, correcting and re-flowing your student portraits with Portrait flow.
 - Check pages for missing or incorrectly placed elements before you submit them to the plant.
 - Access to hundreds of professionally designed Templates and page elements
 - Add and change custom page background colors.
 - Add images as page backgrounds.
 - Reduce distracting red eye in your photos.
 - Photo Editor in Canva allows you to adjust lighting, exposure, filters and backgrounds
 - Preserve layouts from this year's book as templates for next year's book with Save it forward.
 - Use the searchable Help feature to answer questions and find video tutorials
 - Use practice pages to experiment with different layout ideas before placing them in the yearbook.
 - Keep certain pages and images secret, such as staff dedication pages.
 - Navigate from page to page within the book easily.
 - Access to Herff Jones full journalism, eDesign, and Indesign curriculums
 - Use Index builder to scan all possible index entries in your book, then ignore, edit, add or reconfigure entries as needed before they are flowed onto the page.
 - Upload a Master List of the names, grades, gender and other information of your school's student body.
 - Use the Master List to ensure the names of students referenced in your book are spelled correctly.
 - Use the Master List to tag images with the students' names appearing in the images.
 - The Coverage Report monitors which students have low, adequate or overexposed coverage in your book, and how that relates to who has bought a yearbook or an ad.

4.3.2.22 (Continued)

- **HJ Extensions for Adobe InDesign**

- InDesign extensions for Creative Cloud are designed specifically to aid in the production of your yearbook pages:
- HJ Panel Builder calculates the number of pages, builds the photo frames and flows portraits around candid, sidebars and text.
- HJ Layout Builder - use any of the Herff Jones Templates
- HJ Image In allows quick placement and cropping of photos into layouts. After selecting an image, you can crop, scale and adjust the photo right on your layout.
- HJ flip Layout turns one layout into four by quickly flipping your design vertically, horizontally or both. You may flip the entire spread or select elements on one or both pages.
- HJ Index Builder creates your entire index in three steps. Even if you choose not to include an index in your book, you can import a Master List of names and use the coverage filler in HJ Index builder to verify that all students are included.
- HJ Name Checker makes it easy to locate the correct spelling of student names and insert into captions or copy. Use the same Master List as HJ Index Builder.

- **Color Plus Quality:**

- Color Plus technology helps your yearbook pictures look their very best. In the industry, only Herff Jones enhances individual photos, not batches or flats for your book. We believe readers deserve true skin tones, balanced color, and optimal contrast. Best of all, Herff Jones provides this service at no charge to our customers.

- **Tri-Certified Paper:**

- Herff Jones is focused on your priorities - and that includes the desire to communicate responsible use of resources. When you use chain-of-custody certified paper to print your yearbook, you are providing assurance that the book being delivered has been responsibly sourced. The Tri-certified logo allows us to provide our customers with confidence that sustainability practices were followed during production.

- **eShare app for iPhone and Android:**

- Anyone with an iPhone or Droid can download HJ eShare, the industry's first smartphone app, and upload images today. Parents and students can take photos at school events with their smartphones and upload them immediately to the yearbook staff.

- **www.myhjyearbook.com**

- Use www.myhjyearbook.com for online updates from Herff Jones to keep you informed about the status of your yearbook. Your password-protected website will tell you what pages have been received, which are out on proof, whether your deposits are paid, and more. Feel free to log in anytime and anywhere it is convenient.

- **Outstanding Customer service**

- Working with Herff Jones places you in partnership with the printing plant and our team. You can count on us throughout the year to assist in training your staff, implementing new computer software, brainstorming, designing pages, and selling ads and yearbooks. Herff Jones stands behind its commitment to quality service, and is pleased to offer the following service guarantee to your school:
- Regularly scheduled appointments
- Phone, text, and e-mail availability daily
- Knowledgeable assistance from plant personnel
- Ongoing technical and instructional support
- 24-hour online access to account information
- Regular budget updates that align with RFP pricing
- Customer Service Advisers (CSA) Our dedicated support team of customer service advisers concentrates on a much smaller number of schools than our competitors. The CSAs are committed to personal service and know their advisers - and sometimes editors - on a first-name basis. You are more than just a job number to Herff Jones.
- Technical Service Advisers (TSA) Getting your questions answered as quickly and efficiently as possible is very important to us. In addition to the extensive list of resources found on yearbookdiscoveries.com, step-by-step instructions can be found in the help menu of eDesign, along with video tutorials on just about every feature offered in eDesign. Our Adobe-certified team of experts, available from 7 am-7 pm EST, is only a toll-free phone call or email away.

4.3.2.22 (Continued)

• **HJ eBusiness**

This Herff Jones web application allows customers to track in-school and online yearbook and ad sales, print receipts and reports, and manage personalization and accessory options.

• **In School Workshops - for technology, sales, and/or journalism training**

• **Send and Sell**

Herff Jones provides an online sales tool that helps schools promote yearbook and ad sales.

• **www.yearbookdiscoveries.com**

- Schools have access to password-protected material on www.yearbookdiscoveries.com, including videos to help drive yearbook sales, teach students how to select and develop their yearbook theme, the latest design trends, and yearbook photography tips and tricks.

- Schools are provided free of charge stationery, sales posters, layout books, color posters, font posters, social media tools and templates.

• **HJ Yearbook Curriculum**

- Instructional Material Made with Input from almost 1,200 Advisers
- Your guide to every aspect of yearbook creation, even if you are a new adviser
- Flexible: Mini- lessons and projects come in three levels to meet students where they are
- Powerful: Easy access digital classroom includes companion handouts, presentation, lesson plans and quizzes
- Written for 21st century learners and filled with examples created by staff from all over our network
- Plug and play lessons are divide into the major topics of yearbook instruction. How to yearbook is 12 booklet resource that helps you meet students where they are. We provide everything needed to teach yearbook to any level of staff

• **HJ Marketing and Sales Tools**

- Yearbook order centers dedicated support team ensures assistance is just a call away
- You have total control, see every book or ad sale in real time using your eBusiness portal. Set up pricing, start and end sales and run reports– everything works together
- The program is flexible - you can choose to sell compeltely online or combine in school sales with online orders
- Promo Codes: Provide Discounts and special promotions using discount codes. Turn them on and off with a click.
- Payment Plans: Give parents the option of three month monthly installments for book and ad sales through pay pal
- Let us help you make sales with our sales assist and send and sell email marketing programs plus free promotional materials and sales supplies
- Send and Sell: Email Custom messages to targeted groups. Include hyperlinks to your own websites or automatically include links to the Yearbook Order Center or eShare. Combine master lists with coverage reports for the most effective sales strategies.
- Sales Assit is an email campaign Herff Jones sends directly to parents so you don't have to when you enroll and your set up is complete, you will be included in the next scheduled send. You can also stop the campaign as you wish. Once parents make a purchase they are excluded from the next email.
- Sales Posters , Postcards and Signs let parents and students know it's time to buy the yearbook

• **Adviser Support**

- Weekly Adviser Assitance Emails: Yearbook never stops, and neither do we. Our customers receive weekly Adviser Assistance emails packed with timely information, lesson plans, checklists and relevant links. We make sure you never yearbook
- Plug and Play Lessons Divided into the major topics of yearbook instruction, How to Yearbook is a 12-booklet resource that helps you meet students where they are. We provide everything needed to teach yearbook to any level of staff.
- Expert Network: We work with amazing advisers, students and reps all over our international network. We are also proud to claim more National Yearbook Advisers of the Year than any other printer. Many of our top-notch advisers teach local, regional and national workshops over the summer and during the school year, represent Herff Jones at our booths at conventions and even lead one-on-one appointments with staffs looking to improve.

4.3.2.22 (Continued)

- Online Resources: We provide customizable online files to suit your goals, schedule and students. The content is organized into key topics and coordinates with the printed curriculum, giving you a dynamic duo of resources.
- Scope and Sequence: This document is meant as a suggestion of how you can proceed through the curriculum. We leave the pacing and time spent on each unit to you.
- Software and Curriculum: In addition to our vast library of how-to videos, the online eDesign curriculum engages students with tutorials and practice activities. Guided notes reinforce learning and provide an opportunity for grading.

4.3.2.22 (Continued)

- **Adviser Support**
- Accessible: Step-by-step resources are just a click away with the New Adviser Page on YearbookDiscoveries.com.
- Consistent: Weekly emails for our advisers mean they are being supported throughout the year with timely information, lesson plans and reminders.
- Intuitive: YBK Essentials slideshows allow advisers to learn and then teach the yearbook basics without reinventing anything.
- Handy: Desktop reference cards give advisers easy access to the most important information.
- Supportive: Our representatives are laser-focused on supporting new advisers. We know it's a difficult transition, and we are equipped to meet your needs.

4.3.2.22

Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in Attachment L.

Note: General Condition 7.1 and Section 4.2.1 are non-negotiable and any proposal that fails to accept these conditions shall be rejected.

Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.

Yes, Can Comply. Herff Jones agrees to all terms and conditions of SBBC'S sample agreement and HIPAA Business associate agreement as stated in Attachment L.

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

4.3.3 COST OF GOODS/SERVICES – (Maximum 15 allowable points):

Proposer must complete and submit each Proposal Pricing Sheet for an item in order to be considered for award. This bid will be awarded by **item**, as indicated on the Proposal Pricing Summary Sheet. Unit prices must be stated in the space provided on the Proposal Pricing Summary Sheet. A proposer may bid on any or all items. State your company's prices only on the Proposal Pricing Sheet (**Attachment F**).

- Prices submitted must include any applicable taxes, shipping, handling, and delivery of Yearbooks and Memory books.
- Proposer will be responsible for payment of any applicable taxes to the respective governmental entities.
- Do not add any additional items to the Proposal Pricing Sheet(s). Any additional items must be submitted under "Additional Information" tab of the Proposal Pricing Sheet(s). Prices will be evaluated only on the items requested. Although, not considered in the Cost of Services portion of the RFP, any items added as Additional Products, with prices stated, will be allowed to be ordered by the schools, if they so desire.
- Incomplete responses to any item will result in reduced allocation of points.

Maximum points will be allotted to the Proposer(s) with the lowest price, thereafter each Proposer will be awarded as a percentage of the lowest price. For example, if prices are received as follows; Proposer A submits a price of \$40, Proposer B submits a price of \$50 and Proposer C submits a price of \$60, Proposer A would receive 100% of the total points (20 Points) allowed for the Cost of Services criteria. Proposer B would receive 80% or 16 points (\$40/\$50), and Proposer C would receive 67% or 13 points (\$40/\$60). This methodology will be used to calculate the points for all bids received. Points will be rounded up or down (via Excel) to the nearest whole number.

4.3.3 Cost of Goods/Services (Maximum 25 allowable points)

Herff Jones has included each Proposal Pricing Sheet for each item in order to be considered for award for that item. Herff Jones is bidding on both Yearbooks or Memory books. Prices have been submitted on the Proposal Pricing Sheet, (Attachment F).

- Prices include any applicable taxes, shipping, handling, and delivery of Yearbooks and Memory books.
- Herff Jones will be responsible for payment of any applicable taxes to the respective governmental entities.
- Herff Jones will comply and not add any additional items to the Proposal Pricing Sheet(s). It is understood that any additional items must be submitted under the "Additional Information" tab of the Proposal Pricing Sheet(s). Herff Jones understands prices will be evaluated only on the items requested. Although not considered in the Cost of Services portion of the RFP, any items added as Additional Products, with prices stated, will be allowed to be ordered by the schools, if they so desire.
- Herff Jones understands incomplete responses to any item will result in reduced allocation of points.

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 16 of 56 Pages

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 – (Maximum 15 allowable points):**

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP): The 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 and Guidelines. S/MWBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.**

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the 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 on this project, 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 Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC’s Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

CERTIFICATION APPLICATION INSTRUCTIONS

To ensure that firms seeking to participate in the SDOP qualify as Small Business Enterprises (SMWBEs), 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 Small/Minority/Women-Owned Enterprise (S/MWBE) ownership status by the EDDC’s Office at the time of the bid opening.

Important Points to Remember:

- a) Please submit any S/MWBE 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.
- b) **For Information on “How to become certified”, visit our website at www.browardschools.com/Page58415**

DEFINITIONS

The following terms shall have the listed meanings as referenced in SDOP Guidelines - Document 00467.

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/MWBE 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 SBBC Policy No. 3330 and the SDOP Standard Operating Procedures (SOP).)

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

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, managed, and controlled by one or more minority groups members, and that is ready, willing, and able to sell goods or services that the SBBC purchases. 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 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 (WBEs).

Minority Women-Owned Business Enterprise (MWBE) – 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.

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 (SMWBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

In accordance with SBBC Policy No. 3330, the Goal Setting Committee (GSC) may establish S/M/WBE Subcontracting Program for this Bid, based upon relative S/M/WBE availability data collected by the SBBC through its Centralized Proposer/Bidder Registration (CBR) system and from other jurisdictions within its three-county relevant marketplace for construction contracts, and the SBBC's utilization of S/M/WBEs for similar contracts. The S/M/WBE subcontracting program provides opportunities to Firms certified as S/M/WBE by SBBC. It is the goal of the District to actively promote equal opportunity for all segments of the contracting and business community to participate in School Board Contracts.

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

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

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Affirmative Procurement Initiative (API) implemented in this solicitation is the S/M/WBE Evaluation Preference for "Best Value" RFPs with a subcontracting goal under the SMWBE Subcontracting Program.

In accordance with SBBC Policy No. 3330, Section E. 4.b., Under this Program element, the GSC may establish an S/M/WBE prime contractor capacity-building initiative to enhance long-term competition and to provide the SBBC with its "Best Value" on professional services contracts in accordance with Florida law.

The S/M/WBE Evaluation Preference for "Best Value" RFPs:

The SBBC shall award a maximum of eight (8) Evaluation Points, as described in the Evaluation Points Table, to SBBC Certified SMWBEs under the SMWBE Evaluation Preference for "Best Value" RFP. See the Evaluation Points Table.

SMWBE Subcontracting Program:

The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program.

Eight (8) Evaluation Points will be awarded to SBBC Certified S/M/WBEs under the **S/M/WBE Evaluation Preference For "Best Value" RFPs API**. In order to receive Points for participation the SBBC Certified S/M/WBE Prime Submitting Firm must identify itself by completing and submitting Document 00471 Bidder/Proposer Assurance Statement (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate or SBBC Letter of S/M/WBE Certification**

Up to Seven (7) Evaluation Points under the **SMWBE Subcontracting Program**, will be awarded to Primes committing to subcontracting with an SBBC Certified S/M/WBE as described in the Evaluation Points Table. The Prime must identify the S/M/WBE subcontractor/s by completing and submitting Document 00470 Statement of Intent to Perform and Document 00475 Subcontractor Participation Schedule (see Attachment A), along with a copy of a current **SBBC S/M/WBE Certificate or SBBC Letter of S/M/WBE Certification**. *Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.*

Note: SBBC Certified S/M/WBE proposers participating in the S/M/WBE Evaluation Preference for "Best Value" RFPs Program, may combine points through participation in the S/M/WBE Subcontracting Goal Program. Evaluation Points will be awarded based on the Evaluation Points Table Rubric. Ancillary Services will be counted towards the S/M/WBE Subcontracting Program. Zero (0) Points will be awarded for self-performance under the S/M/WBE Subcontracting Program.

It is the responsibility of the proposer/bidder to provide one of the following documents with the proposal:

- a. **SBBC S/M/WBE Certificate**
- or
- b. **SBBC Letter of S/M/WBE Certification**

Also visit browardschools.com/Page/59879 for the list of current SBBC certified firms.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority, and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process.

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

4.3.4 SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION (continued)

M/WBE INFORMATION:		Maximum Points
	The S/M/WBE Evaluation Preference for "Best Value" RFPs : The SBBC shall award a maximum of eight (8) Evaluation Preference Points as described in the Evaluation Points for participation. In order to receive Points, the S/M/WBE Certified Prime Submitting Firm must identify itself by completing and submitting Document 00471 - Bidder/Proposer Assurance Statement - , (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal.	8
	SMWBE Subcontracting Program: The SBBC shall award up to a maximum of seven (7) Evaluation Preference Points, as described in the Evaluation Points Table, for Participation in the S/M/WBE Subcontracting Program. Provide the Document 00470 Statement of Intent to Perform, Document 00475 Subcontractor Participation Schedule (see Attachment A), and a current copy of your SBBC SMWBE Certificate or Letter of Certificate with Proposal. Zero (0) Points will be awarded for self-performance under this Program. <i>Ancillary Services will be counted towards the S/M/WBE Subcontracting Program.</i> Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. visit browardschools.com/Page/59879 for the list of current SBBC certified firms.	7
	MAXIMUM POINTS TO BE AWARDED	15
	*If awarded, the Awardee will be required to input the monthly utilization report (<i>monthly payments</i>) into the <i>SDOP Management System (SMS)</i>. (see Attachment A.) <u>State your willingness to comply with this requirement.</u>	Yes <u>X</u> No _____

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4.3.4 Supplier Diversity Outreach Program (Maximum 15 allowable points):

As part of the Varsity Brands family of companies, Herff Jones is committed to providing an inclusive work environment for all. As part of this effort, we launched Diversity & Inclusion Advisory Councils at each of our divisions (Varsity Brands, Varsity Spirit, BSN Sports, and Herff Jones) during the spring of 2020.

The mission of each Council is to improve diversity and inclusion understanding by promoting dialogue, sharing ideas and information, collaborating and implementing diversity initiatives, and fostering an environment of respect and inclusion for all team members and customers.

While we haven't yet implemented any formalized plans as it relates to Broward County Public Schools S/M/WBE Certified Firms, the Herff Jones D&I Advisory Council has had discussions around expanding our S/M/WBE partnerships enterprise-wide — and we will make this a point of discussion during our future D&I meetings. Additionally, the office of Vicky Aguirre and Jose Otero will work closely with Broward County Schools to identify opportunities to help support these S/M/WBE efforts at the local level.

Herff Jones, a Varsity Brand Company, understands the importance of diversity and inclusion. Inspired, engaged and motivated students mean stronger communities and brighter futures. That's why Varsity Brands elevates student experiences. And we know doing that successfully means every person must feel safe, included, and seen. We unambiguously reject discrimination in all its forms and support equality and inclusion. Varsity Brands is guided in this journey by fostering and investing in a culture that respects and values inclusion. We will listen, and we will learn. We will reject the status quo and assume nothing along the way. And then, empowered with new insights and compassion, we will be purposeful and effective change agents, champions, and leaders.

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ATTACHMENT A – S/M/WBE FORMS

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

1. FORM 00470 – STATEMENT OF INTENT

Document Link:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470 Statement of Intent 2021.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf)

Document Preview:

Document Number 00470
Attachment _____

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

**STATEMENT OF INTENT TO PERFORM
AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____
PROJECT #: _____

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

STATEMENT OF INTENT
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: Yes No
(Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):
Individual Partnership Corporation
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE
Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)

2. FORM 00475 - PARTICIPATION SCHEDULE FORM

Document Link:

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

Document Preview:

Document Number 00475
Attachment _____

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE: _____

SOLICITATION INFORMATION

Solicitation #: _____ Project Number: _____
Project Name: _____
Project Location: _____
Bidder/Proposer: _____
Address: _____
Contact Person: _____ Email Address: _____ Phone #: _____

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractors					%	\$
S/M/WBE Subcontractor					%	\$

3. MONTHLY UTILIZATION REPORT

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 \(SMS\)](#).

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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 eddcbitteam@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.

4. **FORM 00480 - S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM**

Access the certified S/M/WBE directory at browardschools.com/SDOP

Document Link: browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00480%20Good%20Faith%20Effort%20Form.pdf

Document Preview:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)
Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM **DATE:**

CONTACT INFORMATION	
Solicitation Title:	
Solicitation #:	
Bidder/ Submitting Firm:	
Contact Person:	
Phone #:	Email:

GOOD FAITH EFFORT DOCUMENTATION

The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of **seventy (70) or more points in order to pass**, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

The certified S/M/WBE directory is available at browardschools.com/SDOP.

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Document Number 00470

Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

N/A: Herff Jones does not plan to subcontract with an S/M/WBE subcontractor for this bid.

SOLICITATION #: RFP: FY23-278

PROJECT #:

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

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☐ Yes ☒ No			
N/A _____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
☐ Individual ☐ Partnership ☐ Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed: N/A No subcontracting will be utilized			
Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)
1	N/A No subcontracting will be utilized	\$	%
2		\$	%
3		\$	%
TOTAL SUBCONTRACTOR PRICE		\$	%
S/M/WBE SUBCONTRACTOR SIGNATURE			
Not Applicable			
(Signature) S/M/WBE Subcontractor		Title	
(Print) Name of S/M/WBE Subcontractor		Date	

Economic Development & Diversity Compliance (EDDC)

• 7720 West Oakland Park Blvd., Suite 323, Sunrise, FL 33351 • (754) 321-0505 www.BrowardSchools.com/SDOP

Statement of Intent to Perform as an S/M/WBE Subcontractor
Effective 7/1/2017, Edit 1/25/2021

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SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

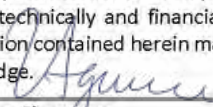
Document Number 00475

Attachment

N/A: Herff Jones does not plan to subcontract with an S/M/WBE subcontractor for this bid.

DATE 03/14/2023

SOLICITATION INFORMATION						
Solicitation #:	RFP: FY23-278		Project Number:			
Project Name:	Yearbooks and Memory Books for All Schools					
Project Location:	Broward County Public Schools					
Bidder/Proposer:	Herff Jones, LLC					
Address:	4501 West 62nd St. Indianapolis, IN 46268					
Contact Person:	Vicky Aguirre	Email Address:	vbaguirre@herffjones.com	Phone #:	305.527.3256	
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/Proposer	Herff Jones, LLC	4501 W. 62nd St. Indianapolis, IN 46268	317.297.3740	Yearbooks Memory Books	100 %	\$
Non S/M/WBE Subcontractors					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
*Percentage of Work= Amount Agreed Upon Price <u>divided by</u> Bid Total Value						
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$
BID TOTAL VALUE:					\$	

BIDDER/PROPOSER SIGNATURE		
The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.		
 Bidder/Proposer Signature	Vicky Aguirre, Herff Jones Sales Partner Name & Title (Print)	4/17/23 Date

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

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM
DATE: 03/14/2023

CONTACT INFORMATION			
Solicitation Title:	Yearbooks and Memory Books for All Schools		
Solicitation #:	RFP No. FY23-278		
Bidder/ Submitting Firm:	Herff Jones, LLC		
Contact Person:	Vicky Aguirre		
Phone #:	305.527.3256	Email:	vbaguirre@herffjones.com

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms. The following actions outline evidence of the minimum good faith effort to meet the SDOP S/M/WBE subcontracting goal and describe the criteria to quantify good faith efforts.

SECTION A – Advertising Effort	5 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
☐ Advertise opportunities for SBBC-certified S/M/WBEs a minimum of three (3) times in print and/or digital media outlets at least two (2) weeks prior to the bid opening. ☐ Publish these opportunities in the general circulation media, minority-focused media, trade association publications, or trade-related publications, unless SBBC waives this requirement due to time constraints. ☒ Additional efforts, if any: (Provide information in space provided below)	
Please find our S/M/WBE policy for future contracting opportunities with S/M/WBE firms. Herff Jones values diversity and inclusion. Please find supporting documentation following this attachment including SMWBE policy, Diversity and Inclusion policy and EEO reports. After careful consideration based on research of approved firms from the Broward County list of qualified vendors, we did not see any opportunities to partner with SMWBE firms given the short time frame. We do hope Herff Jones and our local representatives find ways to partner with approved SMWBE firms in the future.	
Requirements: ☐ Attach copy of advertisements (i.e. newspaper Tear Sheet) with the name and location of the project, the location where plans and specifications can be viewed, the subcontractor proposal due date, and the items of work or specialties being solicited.	

Economic Development & Diversity Compliance Department (EDDC) - 7720 West Oakland Park Blvd., Suite 323,
Sunrise, FL 33351 - (754) 321-0505

S/M/WBE Participation Good Faith Effort Form
Effective July, 1 2017 - Revised August 2019

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION B – Outreach to Identify S/M/WBE Firms	15 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
☒ Identify the scope of work required ☒ Seek relevant companies to perform the specified work ☒ Contact S/M/WBEs by utilizing the EDDC approved online database of certified firms ☒ Additional efforts, if any: (Provide information in space provided below)	
Herff Jones has identified the scope of work required and reviewed SMWBE firms under approved commodity code for yearbook at www.browardshools.com/sdop. After review of website, we did not directly contact any of the SMWBE firms because we can offer the best value to the students and staff by producing the yearbooks in conjunction with Broward County Schools at Herff Jones. Subcontract efforts could not be justified at this time due to time restraints. We do hope Herff Jones and our local representatives find ways to partner with approved SMWBE firms in the future. See attached supporting documentation.	
Requirements: ☒ Attach dated documentation of all correspondence to target S/M/WBE Certified firms listed on www.BrowardSchools.com/sdop ☒ Include in dated documentation the business name, telephone number, fax number, email address, and type of work solicited to perform	
SECTION C – Pre-Bid Meeting Attendance	5 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
☒ Attend pre-bid meeting to comply with the good faith effort requirement. Attendance is mandatory. <i>Note: If a pre-bid meeting is not offered, five (5) points will be deducted from the seventy (70) point minimum score.</i> ☐ Additional efforts, if any: (Provide information in space provided below)	
Requirements: ☒ Signature on SBBC's pre-bid meeting sign-in sheet to document the proposer's presence.	

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 Sunrise, FL 33351 • (754) 321-0505

S/M/WBE Participation Good Faith Effort Form
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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION D – Timely Written Notification Effort	20 Points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
☐ Solicit, in writing, relevant S/M/WBE subcontractors for bids and material quotes.	
☐ Solicit relevant S/M/WBEs, in a timely manner, to result in meeting the goal. <i>Note: Relevant S/M/WBEs are firms that could feasibly provide services or supplies required to complete the scope of services provided in the bid document.</i>	
☒ Additional efforts, if any: (Provide information in space provided below)	
Herff Jones values partnerships with S/M/WBE firms across the nation when the opportunity is right. We carefully review each bid to make the determination in the best interest of everyone involved. See attached supporting documentation.	
Requirements:	
☐ Attach dated written correspondence with the subcontractor's name, address, and contact person.	
☐ Correspondence must be transmitted at least ten (10) business days prior to the bid due date.	
☐ Correspondence must include verification of transmission date. Such verification may include emails, or copies of certified mail return receipts.	

SECTION E – Initial Contact Follow-up	15 Points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
☐ Follow-up with S/M/WBEs, in writing, on initial outreach prior to the bid opening to determine with certainty their interest in performing the specific scope of work on the project.	
☐ Follow-up contact must be made in a timely manner to allow the prospective S/M/WBE subcontractor an opportunity to submit a competitive sub-bid.	
☐ Follow-up correspondence date should differ from original outreach to verify the additional effort expended to secure bidders.	
☒ Additional efforts, if any: (Provide information in space provided below)	
Herff Jones values partnerships with S/M/WBE firms across the nation when the opportunity is right. We carefully review each bid to make the determination in the best interest of everyone involved. See attached supporting documentation. We are open to Broward County approved S/M/WBE firms on future opportunities. Upon review of the approved S/M/WBE approved vendor list, we did not find an opportunity to subcontract for this bid. We do hope Herff Jones and our local representatives find ways to partner with approved SMWBE firms in the future.	
Requirements:	
☐ List of subcontractors contacted for follow-up	
☐ Results of follow-up effort, documented by a telephone log, e-mail printout, copies of certified mail return receipts, or fax transmittal documents	
☐ Follow-up record should include the S/M/WBEs name, telephone number, person contacted, date(s) of contact, and the result.	

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S/M/WBE Participation Good Faith Effort Form
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ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION F – Identify Items of Work 15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

- ☒ Identify specific items of the work to be performed by subcontractors.
- ☒ Offer S/M/WBEs portions of the work or other assistance that could reasonably be expected to produce a level of S/M/WBE participation to meet the goals
- ☒ Additional efforts, if any: (Provide information in space provided below)

Herff Jones has identified areas of work to be performed by subcontracts and based on research supplied proceeding with this form; we did not identify opportunities to subcontract. We are open to future subcontracting opportunities with S/M/WBE contractors in Broward County.

Requirements:

- ☒ Include list utilized to define the specific items of work solicited, including the identification process to solicit S/M/WBE firms
- ☐ List of specific items of work must meet goal-setting requirements

SECTION G – Negotiate in Good Faith 15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

- ☐ Negotiate in good faith with the S/M/WBE
Note: Proposals, bids, or quotes prepared by S/M/WBE firms may not be unjustifiably rejected.

- ☒ Additional efforts, if any: (Provide information in space provided below)

Please refer to the attached written process for S/M/WBE future subcontracting. Herff Jones understands the value of diversity and inclusion. Our policy and EEO information are found following this attachment. Together Herff Jones and Broward County Public Schools can preserve and build on your school's culture and traditions with customized products and offerings that inspire students, capture experiences and celebrate achievements. It's why we're here. By your side.

Requirements:

- ☐ Submit written statements of the subcontractors contacted to negotiate price or services
- ☒ Include name, address, and telephone number of each subcontractor contacted for negotiation
- ☐ Include documentation of quotes and/or proposals received from S/M/WBEs and date of negotiations

Economic Development & Diversity Compliance Department • 7720 West Oakland Park Blvd., Suite 323,
Sunrise, FL 33351 • (754) 321-0505

S/M/WBE Participation Good Faith Effort Form
Effective July, 1 2017 - Revised August 2019

Page 4 of 5



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

Document Number 00480

S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION II – Bonding Requirements Effort 3 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

- ☐ Waive or reduce bonding requirements for subcontractors.
- ☒ Additional efforts, if any: (Provide information in space provided below)

While Herff Jones does not qualify as an S/M/WBE vendor, we do value diversity and inclusion. We have provided a copy of our current bond. Herff Jones will not subcontract at the current time in order to provide the best quality service at the best value to the students, staff and administration of Broward County Public Schools.

Requirements:

- ☐ Include copy of commitment to waive or reduce bonding requirements for S/M/WBEs.

SECTION III – Assist in Financing, Bonding, and Insurance Effort 5 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

- ☐ Advise and make efforts to assist interested S/M/WBEs in obtaining bonds, lines of credit, or insurance that SBBC requires.
- ☒ Additional efforts, if any: (Provide information in space provided below)

While Herff Jones does not qualify as an S/M/WBE vendor, we do value diversity and inclusion. We have provided a copy of our current bond. Herff Jones will not subcontract at the current time in order to provide the best quality service at the best value to the students, staff and administration of Broward County Public Schools.

Requirements:

- ☐ Include written statements of the type of assistance offered to S/M/WBEs, including the name, contact person, and telephone number of the bonding company or financial institution offering assistance.

Respondents will be considered non-responsive upon denial of the S/M/WBE Participation Good Faith Effort Form and Subcontractor Utilization Plan. For more information, please contact the EDDC Office at (754) 321-0505.

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

Signature:

Print Name/Title: Ron Stoupa / President

Economic Development & Diversity
Compliance Department (EDDC)

- ☐ Approved
- ☐ Denied

TOTAL SCORE

_____/100

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Sunrise, FL 33351 • (754) 321-0505

Effective July, 1 2017 - Revised August 2019

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Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

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(Attachment A)



N/A: Herff Jones does not plan to subcontract with an S/M/WBE subcontractor for this bid.

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

Document 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:

A prospective S/M/WBE Bidder/ Proposer responding to a School District solicitation, for which project scope is not predefined, must submit **Document 00471 – Bidder/Proposer Assurance Statement** – at the time of bid submission. Such documentation is required by the SBBC to affirm its intent to self-perform and meet the S/M/WBE requirements indicated in the solicitation.

NAME OF PRIME BIDDER/PROPOSER: Herff Jones, LLC

S/M/WBE Status:

S/M/WBE STATUS	
MBE – AA	
MWBE – AA	
MBE – HA	
MWBE – HA	
MBE – APA	
MWBE – APA	
WBE	
SBE	

The SBBC shall award a maximum of fifteen (15) points for S/ M/WBE Participation as listed in the Evaluation Points Table (refer to 5.2.3 of solicitation document). At the time the Qualifications Statement is submitted, the S/M/WBE Submitting Firm must complete and submit the Bidders/Proposers Assurance Statement (Document 00471) identifying their SMWBE Status.

Not Applicable

(Signature and Date)

(Title)

The Bidder/Proposer Assurance Form must be submitted with the SBBC Certification for M/WBE.

Ron Stoupa / President



DIVERSITY & INCLUSION

Inspired, engaged and motivated students mean stronger communities and brighter futures. That's why Varsity Brands elevates student experiences.

And we know doing that successfully means every person must feel safe, included, and seen.

We unambiguously reject discrimination in all its forms and support equality and inclusion.

Varsity Brands is guided in this journey by fostering and investing in a culture that respects and values inclusion. We will listen and we will learn. We will reject the status quo and assume nothing along the way.

And then, empowered with new insights and compassion, we will be purposeful and effective change agents, champions and leaders.

CAREERS

VIEW OPEN POSITIONS

OUR BENEFITS

LEADERSHIP TEAM

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<https://www.herffjones.com/about/diversity-inclusion/>

HERFF JONES Equal Employment Opportunity (EEO) REPORT

Job Categories	Male								Female							
	White	Black	Hisp	Asian	Natam	Pacif	2+		White	Black	Hisp	Asian	Natam	Pacif	2+	
Exec/Sr Mgr	21	0	1	0	0	0	0		5	0	0	1	0	0	0	
First/Mid	82	4	3	1	0	0	0		58	9	5	0	0	0	0	
Professional	76	7	5	8	1	0	0		86	9	2	5	0	0	0	
Technician	3	0	0	0	0	0	1		0	0	0	0	0	0	0	
Sales Workers	10	1	1	0	0	0	0		14	1	0	0	0	0	0	
Admin Support	64	10	7	3	0	0	0		160	37	24	12	1	0	1	
Craft Workers	71	14	15	13	0	0	1		28	10	12	8	0	0	0	
Operatives	85	50	43	13	1	1	0		83	48	87	66	0	0	2	
Laborers & Helpers	17	3	3	2	0	0	0		23	2	12	2	0	0	0	
Service Workers	2	0	0	0	0	0	0		0	0	0	0	0	0	0	
Total	431	89	78	40	2	1	2		457	116	142	94	1	0	3	

Report above represents all Herff Jones corporate and plant employees.

Independent Sales Representatives are not reflected in the chart above:
Here is the report for the South Florida Yearbook Office led by
Independent Sales Representative, Vicky Aguirre:

Hispanic Females: 3

Hispanic Male: 1

Equal Employment Opportunity and Harassment

We are proud to be an equal opportunity employer. It is our policy to grant equal employment opportunities to all qualified applicants and Employees without regard to race, color, creed, religion, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), age, national origin, ancestry, citizenship status, mental and physical disability, genetic information, medical condition, gender identity and expression, sexual orientation, marital status, military or veteran status, or any other basis protected by federal or state law. Our policy of equal employment applies to all aspects of the employment relationship.

In addition to providing equal treatment of those in protected categories (above), the Company will consider accommodations that do not unduly burden the Company or coworkers for Employees that need an accommodation based on a sincerely held religious observance, belief, or practice. Any Employee who has a request for a religious or medically related accommodation should contact the Human Resources Department.

We believe that our Employees should be able to work in an atmosphere free from all forms of harassment based upon any of these protected characteristics. Therefore, it is our policy to prohibit all types of harassment, including but not limited to harassment based on: race, color, creed, religion, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), age, national origin, ancestry, citizenship status, mental and physical disability, genetic information, medical condition, gender identity and expression, sexual orientation, marital status, military or veteran status, or

any other basis protected by federal or state law. This policy extends to each and every level of our operations and to every Employee. Accordingly, harassment, whether by a fellow Employee, a customer, a guest, a vendor, or a member of management will not be tolerated. Activities of this nature are unlawful and serve no legitimate purpose. They have a disruptive effect on Employees' ability to perform their jobs and they undermine the integrity of the employment relationship.

Harassment is unwelcomed verbal or physical conduct relating to an individual's race, color, creed, religion, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), age, national origin, ancestry, citizenship status, mental and physical disability, genetic information, medical condition, gender identity and expression, sexual orientation, marital status, military or veteran status, or any other basis protected by federal or state law when this conduct: (a) has the purpose or effect of creating an intimidating, hostile or offensive working environment; (b) has the purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities. Some examples of conduct that may constitute prohibited harassment include slurs, jokes, cartoons, stereotypes, statements, etc. that are based upon sex, sexual orientation, race, color, religion, national origin, age, disability, citizenship, veteran status or any other basis prohibited by law. To constitute unlawful harassment, the conduct must be objectively and subjectively severe and pervasive. Our policy prohibits any conduct that, if allowed to continue, could rise to the level of severe and pervasive, both objectively and subjectively.

If you feel that you have been discriminated against in any respect or harassed, you should immediately bring the matter to the attention of your supervisor or Human Resources; or you can follow the procedure set forth in the Reporting Discrimination/Harassment Section below. All such complaints will be treated with confidentiality to the maximum extent possible and will be thoroughly investigated and reviewed. Appropriate corrective action, up to and including discharge, will be taken to remedy the complaint, if warranted. The Company reserves the right to discipline, discharge or take other remedial action against Employees who violate the spirit of this policy, even if their conduct does not rise to the level of unlawful discrimination or harassment. The Company also reserves the right to discipline, discharge, or take other remedial action against Employees who violate the spirit of this policy, even if the Company believes the conduct was not unwelcomed.

No officer, director, Employee, owner, vendor, customer, or other person with whom our Employees must interact as part their work is permitted to violate this policy or the sexual harassment policy below. The Company has no tolerance for discrimination or harassment found to have occurred.

Herff Jones Procedure Documentation	
Description:	M/WBE Participation
Date:	1/20/2020
Contact:	Plant Manager

I. Purpose

A diverse business community strengthens the economy and is beneficial to the residents and businesses of our city. The implementation of Minority & Women Business Compliance Policy at Herff Jones will actively ensure minority business enterprises have a fair share to participate in business opportunities & procurement in products and services at Herff Jones.

II. Procedure Walkthrough

The MWBE Mission Herff Jones pledges to:

- Maximize the opportunities for Minority Business Enterprises and Women's Business Enterprises (M/WBE) to participate in all areas contracting, including contracts for goods and services,
- Provide minorities and women equal opportunity to participate in all aspects of our employment, contracting and purchasing programs,
- Prohibit discrimination against a person or business in pursuit of these opportunities based on race, color, sex, religion or national origin,
- To provide greater information, service, and responsiveness to M/WBE's,
- To increase communication between all Departments of Herff Jones and M/WBE's.

Our policies and practices are not intended in any manner to require contracts be awarded to anyone other than the lowest responsive responsible bidder and are not to supersede the requirement of any federal or state law or rules, regulations and policies adopted pursuant thereto.

Herff Jones Proprietary and Confidential

Home » BCPS Departments » Economic Development & Diversity Compliance (EDDC) »
S/M/WBE Certified Suppliers Directory

CERTIFIED SUPPLIER DIRECTORY

Welcome to Broward County Public Schools (BCPS) Certified Suppliers Directory.

To search the list of currently certified Small/Minority/Women Business Enterprises (E/S/M/WBEs), please select a search method below:

General Search:

Leave all fields blank and select **Submit** to display the complete list or download [here](#).

Filtered Search:

Enter the search criteria below and select **Submit**.

To reset your search click the "Return to Search" button.

Certified Suppliers Directory

Return to Search

SUPPLIER NAME: DR Signs Express, LLC dba Fastsigns Davie
TRADE CATEGORY: Commodities
BUSINESS SPECIALTY: Experts in visual communications: from graphic design services to all types of signage and printing.

PHONE: 1-954-370-7201**EMAIL:** alberto.reyes@fastsigns.com **SUPPLIER NAME:** Efex Design and Display, Corp.**TRADE CATEGORY:** Other Contractual Services**BUSINESS SPECIALTY:** Graphic Design and Construction of Display House Printing**ETHNICITY:** Hispanic American**CERTIFICATION TYPE:** SDBE**EXPIRATION DATE:** 2/20/2023**PHONE:** 786-337-7777**EMAIL:** alex@efexdesign.com**SUPPLIER NAME:** Final Touch Alliance LLC dba Final Touch Promotional Products dba Gaman International**TRADE CATEGORY:** Other Contractual Services**BUSINESS SPECIALTY:** Promotional products company offers all types of uniforms, logoed apparel and promotional items, designed to increase business awareness, to promote activities & events, recognition programs**ETHNICITY:** Hispanic American**CERTIFICATION TYPE:** ESMWBE**EXPIRATION DATE:** 2/1/2023**PHONE:** 954-997-3142**EMAIL:** sidania@finaltouchpromo.com**SUPPLIER NAME:** Taie, Inc. dba Minuteman Press of Hollywood**TRADE CATEGORY:** Business Services Commodities(Supplies)**BUSINESS SPECIALTY:** Printing, Copying Business Cards, Envelopes, Brochures UV Coating Signs & Banners**ETHNICITY:** Asian-Pacific-American**CERTIFICATION TYPE:** SDBE**EXPIRATION DATE:** 5/7/2024**PHONE:** 954-239-0001**EMAIL:** accounting@printhollywood.com

Need Additional Assistance?



For help with the Supplier Search, [Contact the EDDC Certification Team](#)

To host or plan a Supplier Outreach Event, [Contact the EDDC Outreach Team](#)

Note: All events will be hosted virtually until further notice.

Certified Supplier Directory Disclaimer:

The certified supplier directory is a resource for identifying small businesses that are currently certified by BCPS. This list is used by District offices and schools for procurement purposes and can be used by prospective bidders/proposers when responding to BCPS solicitations containing E/S/M/WBE Programmatic Affirmative Procurement Initiatives (APIs). The database is updated weekly. In addition, no recommendations or guarantees are made regarding the capabilities and qualifications of the E/S/M/WBE businesses listed. The District does not accept any liability for any loss or damage caused by any of the companies.

CONTACT INFORMATION

Economic Development & Diversity Compliance

7720 W Oakland Park Blvd
Sunrise, Florida 33351

Phone: [754-321-1517](tel:754-321-1517)

Robert M. Ballou

Officer



BCPS Bid Opportunities (DemandStar)

BCPS Current Contracts

S/M/WBE Certification Portal (eProcure)

[Certified Suppliers Directory](#)

SDOP Management System (SMS)

SMART Program

Policy 3330 - Supplier Diversity Outreach Program

News Release - BCPS Adopts Policy 3330 (SDOP)

EMAIL FOR ASSISTANCE



[Certification Team](#)





Report Child Abuse



Calendars



Code of Conduct



Single Sign On

ADMIN

Visit Us

Kathleen C. Wright (KCW)
Administration Center
600 S.E. Third Avenue
Fort Lauderdale, FL 33301

GET DIRECTIONS »

Contact Us

Phone 754-321-0000

ALL CONTACT INFO »

Website Accessibility Statement

Non-Discrimination Statement

Website Privacy Policy

Website Terms of Use

Privacy Notices

Mandatory Legal Notices

SITE MAP »



Certified Supplier Directory Research

Herff Jones, a Varsity Brand Company, understands the importance of diversity and inclusion. Inspired, engaged and motivated students mean stronger communities and brighter futures. That's why Varsity Brands elevates student experiences. And we know doing that successfully means every person must feel safe, included, and seen. We unambiguously reject discrimination in all its forms and support equality and inclusion. Varsity Brands is guided in this journey by fostering and investing in a culture that respects and values inclusion. We will listen, and we will learn. We will reject the status quo and assume nothing along the way. And then, empowered with new insights and compassion, we will be purposeful and effective change agents, champions, and leaders.

Supporting Research to Justify Good Faith Efforts

SUPPLIER NAME: Efex Design and Display, Corp.

TRADE CATEGORY: Other Contractual Services

BUSINESS SPECIALTY: Graphic Design and Construction of Display House Printing

ETHNICITY: Hispanic American

CERTIFICATION TYPE: SMBE

EXPIRATION DATE: 2/20/2023

PHONE: 786-337-7777

EMAIL: alex@efexdesign.com

About Efex Design and Display Corp:

We are an award-winning exhibit design and fabrication house that works with clients of all sizes — whether you're a brand new startup, a small-medium sized business, or a large Fortune 500 company, we'll build a solution for you. Our team works extremely hard to ensure that the final product meets your expectations. We take every detail into consideration including layout, structure, engineering, flooring, lighting, accessories, graphics, and furniture. We carefully customize your booth to your brand with the help of our in-house designers, who always use the latest technology and materials.

Per the scope of work, we would not utilize this vendor for print services as we currently print and manufacture in our state of the art facility. We did not contact based on the scope of work and research of website located at <https://www.efexdesign.com/>.

Supporting Research to Justify Good Faith Efforts (Continued)

SUPPLIER NAME: Final Touch Alliance LLC dba Final Touch Promotional Products dba Gaman International

TRADE CATEGORY: Other Contractual Services

BUSINESS SPECIALTY: Promotional products company offers all types of uniforms, logoed apparel and promotional items, designed to increase business awareness, to promote activities & events, recognition programs

ETHNICITY: Hispanic American

CERTIFICATION TYPE: ESMWBE

About Final Touch

Gaman International is a diversified company created to satisfy today's business and personal needs. Our diversified portfolio of companies makes each of them unique. Pay a virtual visit and learn how each of them can help improve and enjoy your business and personal activities.

Final Touch Promotional Products - Promotional Products in the USA

Per the scope of work, we would not utilize this vendor for print services as we currently print and manufacture in our state of the art facility. We did not contact based on the scope of work and research of website located at <https://www.finaltouchalliance.com/about>.

SUPPLIER NAME: Taie, Inc. dba Minuteman Press of Hollywood

TRADE CATEGORY: Business Services Commodities(Supplies)

BUSINESS SPECIALTY: Printing, Copying Business Cards, Envelopes, Brochures UV Coating Signs & Banners

ETHNICITY: Asian-Pacific-American

CERTIFICATION TYPE: SMBE

EXPIRATION DATE: 5/7/2024

PHONE: 954-239-0001

EMAIL: accounting@printhollywood.com

About: Taie, Inc. dba Minuteman Press of Hollywood

Minuteman Press of Hollywood offers a wide range of quality products. Some of our top selling products include: Brochures, Business Cards, Letterhead, Envelopes, Postcards, Posters, Wide Format, Forms, Presentation Folders, Direct Mail, Promotional Items, Variable Data, Offset Printing, Digital Printing, Copies, and much more. We provide a wide range of business cards options to fit all your business needs (foil stamping, embossing, full color, UV, silk lamination, short runs). Same day service is also available. Our mailing services offer our customers an additional way to reach out to their customers and offer additional revenue streams. The staff of Minuteman Press of Hollywood is here to assist you with all of your needs. Let us prove to you how our years of experience can help you be more successful.

Per the scope of work, we would not utilize this vendor for print services as we currently print and manufacture in our state of the art facility. We did not contact based on the scope of work and research of website located at <https://minuteman.com/us/locations/fl/hollywood/>.

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

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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, 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, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.


Signature

Ron Stoupa

Printed Name of Official

Herff Jones, LLC
Company Name

4501 West 62nd Street
Business Address

Indianapolis, IN 46034
City, State, Zip Code

Broward County Public Schools is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

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ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Conditions 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-2011-00045-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.

Herff Jones, LLC

Organization Name

Ron Stoupa, President

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


Signature(s)

4/12/2023

Date

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Broward County Public Schools is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
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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 voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

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ATTACHMENT D – BIDDING PREFERENCE – (NOT APPLICABLE)

LEGAL OPINION OF BIDDING PREFERENCE (See Special Condition 7.6, General Condition 8.2.4)

MUST BE COMPLETED BY ALL PROPOSERS

Bidder (Firm) Name: _____
Identify the state in which the Bidder has its principal place of business: _____
Bidder's Signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non responsive and bid rejected.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state for political subdivision thereof to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

☐ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

☐ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Bidder's attorney: _____
Printed name of out-of-state Bidder's attorney: _____
Address out-of-state Bidder's attorney: _____
Telephone number out-of-state Bidder's attorney: _____
E-Mail address out-of-state Bidder's attorney: _____
Attorney's state(s) of bar admission: _____

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

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ATTACHMENT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: Herff Jones, LLC

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:	Cypress Bay High School		
Contact Person:	Ashley Poitras		
Contact's Email:	ashley.poitras@browardschools.com		
Contact's Phone:	743.323.0350	Date(s) of Service:	2019-2023
Scope of Work:	Herff Jones provides yearbook education and curriculum to our schools as well as creative guidance and organizational direction throughout the year in order to ensure the success of the publication, students and advisers. In addition, workshops and trainings are also provided to yearbook staffs, as well as assistance with completing pages and promoting yearbook sales through emails and marketing tools.		

REFERENCE 2			
Name of Firm:	Forest Glen Middle School		
Contact Person:	Susan Montero		
Contact's Email:	susan.montero@browardschools.com		
Contact's Phone:	954.249.9295	Date(s) of Service:	2015-2023
Scope of Work:	Herff Jones provides yearbook education and curriculum to our schools as well as creative guidance and organizational direction throughout the year in order to ensure the success of the publication, students and advisers. In addition, workshops and trainings are also provided to yearbook staffs, as well as assistance with completing pages and promoting yearbook sales through emails and marketing tools.		

REFERENCE 3			
Name of Firm:	Hollywood Hills High School		
Contact Person:	Bryan Trimas		
Contact's Email:	bryan.trimas@browardschools.com		
Contact's Phone:	954.336.7358	Date(s) of Service:	2020-2023
Scope of Work:	Herff Jones provides yearbook education and curriculum to our schools as well as creative guidance and organizational direction throughout the year in order to ensure the success of the publication, students and advisers. In addition, workshops and trainings are also provided to yearbook staffs, as well as assistance with completing pages and promoting yearbook sales through emails and marketing tools.		

REFERENCE 4			
Name of Firm:	Western High School		
Contact Person:	Kara Mullins		
Contact's Email:	kara.mullins@browardschools.com		
Contact's Phone:	754.323.2400	Date(s) of Service:	2004-2023
Scope of Work:	Herff Jones provides yearbook education and curriculum to our schools as well as creative guidance and organizational direction throughout the year in order to ensure the success of the publication, students and advisers. In addition, workshops and trainings are also provided to yearbook staffs, as well as assistance with completing pages and promoting yearbook sales through emails and marketing tools.		

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 44 of 56 Pages

ATTACHMENT F – COST OF SERVICES

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM WWW.DEMANDSTAR.COM

SPREADSHEET: Vendor **must** fill out the attached Cost of Services Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response on the flash drive.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:

- 1) Company Representative – Must be completed by Proposer
- 2) Tab Pricing – Must be completed by Proposer

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer



Procurement & Warehousing Services
Broward County Public Schools

RFP Bid # FY23-278

Yearbooks and Memory Books for All Schools

Proposer Information	
<i>Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.</i>	
Company Name	Herff Jones, LLC
Individual to contact for sales	Vicky Aguirre
Email for sales contact listed above	vbaguire@herffjones.com
Phone number for sales contact listed above	305-527-3256
Individual to contact for assistance with invoicing, credits	Vicky Aguirre
Email for individual listed above	vbaguire@herffjones.com
Phone number for individual listed above	305-527-3256
Instructions:	
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted.	
2.) All Fields in the Proposer Information box (above) should be filled in.	
3.) Include a printed copy of this form in your bid (pdf) & hard copy PLUS include the completed Excel (.xls) spreadsheet file on your flash drive.	
Thank you for your cooperation!	



Procurement & Warehousing Services
Broward County Public Schools

Company Name: Herff Jones, LLC

PRICING SHEET
FULL-COLOR YEARBOOKS
SIZE: 7 3/4" X 10 1/2"

- Instructions to Proposer:**
1. Enter pricing information in columns D through H.
 2. Formulas will calculate based on the pricing entered below.
 3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200	\$ 60.29	\$ 127.95	\$ 182.07	\$ 236.02	\$ 286.06
2	200-299	\$ 42.42	\$ 88.06	\$ 124.57	\$ 161.09	\$ 156.88
3	300-399	\$ 28.47	\$ 56.91	\$ 79.66	\$ 102.41	\$ 106.49
4	400-499	\$ 22.46	\$ 43.60	\$ 60.34	\$ 77.17	\$ 83.79
5	500-599	\$ 19.12	\$ 36.04	\$ 49.58	\$ 63.12	\$ 70.17
6	600-699	\$ 16.99	\$ 31.29	\$ 42.73	\$ 54.71	\$ 61.10
7	700-799	\$ 15.51	\$ 28.00	\$ 37.99	\$ 47.97	\$ 54.61
8	800-899	\$ 14.43	\$ 25.58	\$ 34.50	\$ 43.42	\$ 49.75
9	900-1000	\$ 13.60	\$ 23.74	\$ 31.84	\$ 39.94	\$ 45.96
TOTAL		\$ 233.29	\$ 461.07	\$ 643.28	\$ 825.95	\$ 915.81
Cost for additional copies: 1000 +						
						\$ 42.94
Price for additional pages, for Yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ 900.00
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ 4,022.24



Procurement & Warehousing Services
Broward County Public Schools

Company Name: Herff Jones, LLC

PRICING SHEET
FULL-COLOR YEARBOOKS
SIZE: 8 1/2 X 11

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200	\$ 46.96	\$ 144.96	\$ 205.73	\$ 266.50	\$ 315.96
2	200-299	\$ 44.75	\$ 99.63	\$ 140.61	\$ 181.59	\$ 166.36
3	300-399	\$ 32.31	\$ 64.22	\$ 89.75	\$ 115.27	\$ 116.49
4	400-499	\$ 25.38	\$ 48.98	\$ 67.86	\$ 86.73	\$ 91.55
5	500-599	\$ 21.53	\$ 40.50	\$ 55.69	\$ 70.65	\$ 76.59
6	600-699	\$ 19.08	\$ 35.10	\$ 47.93	\$ 60.74	\$ 66.62
7	700-799	\$ 17.38	\$ 31.36	\$ 42.55	\$ 53.73	\$ 59.49
8	800-899	\$ 16.13	\$ 28.62	\$ 38.61	\$ 48.59	\$ 54.15
9	900-1000	\$ 15.17	\$ 25.64	\$ 35.59	\$ 44.65	\$ 49.99
TOTAL		\$ 238.71	\$ 519.01	\$ 724.32	\$ 928.65	\$ 997.20
Cost for additional copies: 1000 +:						\$ 46.67
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ 950.00
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ 4,404.56



Procurement & Warehousing Services

Broward County Public Schools

Company Name: Herff Jones, LLC

PRICING SHEET

FULL-COLOR YEARBOOKS
SIZE: 9 X 12

Quantities listed are estimates and are not guaranteed.

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book					
		Less than 100	100-199	200-299	300-399	400-499	
1	Less than 200	\$ 85.86	\$ 171.84	\$ 240.52	\$ 309.21	\$ 348.10	
2	200-299	\$ 59.86	\$ 117.81	\$ 164.18	\$ 210.56	\$ 183.06	
3	300-399	\$ 36.60	\$ 70.18	\$ 97.04	\$ 123.91	\$ 128.18	
4	400-499	\$ 30.64	\$ 57.46	\$ 70.89	\$ 100.34	\$ 100.69	
5	500-599	\$ 26.76	\$ 47.35	\$ 64.61	\$ 81.89	\$ 84.20	
6	600-699	\$ 22.65	\$ 40.91	\$ 55.52	\$ 70.13	\$ 73.20	
7	700-799	\$ 20.49	\$ 36.45	\$ 49.29	\$ 61.99	\$ 65.35	
8	800-899	\$ 17.55	\$ 30.80	\$ 42.54	\$ 53.44	\$ 59.45	
9	900-1000	\$ 16.88	\$ 29.26	\$ 39.12	\$ 49.08	\$ 54.87	
TOTAL		\$ 316.30	\$ 602.06	\$ 828.71	\$ 1,060.55	\$ 1,097.10	
Cost for additional copies: 1000 +:						\$ 51.21	
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ 1,000.00	
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ 4,950.93	



Procurement & Warehousing Services
Broward County Public Schools

Company Name: Heff Jones, LLC

PRICING SHEET

BLACK & WHITE YEARBOOKS

SIZE: 7 3/4 X 10 1/2

- Instructions to Proposer:**
1. Enter pricing information in columns D through H.
 2. Formulas will calculate based on the pricing entered below.
 3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book					
		Less than 100	100-199	200-299	300-399	400-499	
1	Less than 200	\$ 20.62	\$ 65.99	\$ 76.60	\$ 90.00	\$ 100.00	
2	200-299	\$ 16.69	\$ 50.67	\$ 71.51	\$ 84.35	\$ 94.85	
3	300-399	\$ 10.77	\$ 35.35	\$ 50.42	\$ 65.50	\$ 75.50	
4	400-499	\$ 8.31	\$ 27.69	\$ 39.38	\$ 51.07	\$ 61.07	
5	500-599	\$ 7.50	\$ 23.09	\$ 31.76	\$ 42.42	\$ 52.52	
6	600-699	\$ 6.85	\$ 20.03	\$ 28.34	\$ 36.65	\$ 46.65	
7	700-799	\$ 6.15	\$ 17.84	\$ 25.18	\$ 32.53	\$ 42.53	
8	800-899	\$ 5.62	\$ 16.20	\$ 21.82	\$ 29.44	\$ 39.44	
9	900-1000	\$ 5.21	\$ 14.92	\$ 20.98	\$ 27.00	\$ 37.00	
TOTAL		\$ 86.72	\$ 271.78	\$ 365.99	\$ 458.95	\$ 549.05	
Cost for additional copies: 1000 *						\$ 24.12	
Price for additional pages, for Yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies:						\$ 600.00	
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for pricing purposes)						\$ 2,256.63	



Procurement & Warehousing Services
Broward County Public Schools

Company Name: Herff Jones, LLC

PRICING SHEET
BLACK & WHITE YEARBOOKS
SIZE: 8 1/2 X 11

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200	\$ 22.62	\$ 66.99	\$ 78.60	\$ 92.00	\$ 102.00
2	200-299	\$ 17.69	\$ 52.67	\$ 73.51	\$ 86.35	\$ 96.35
3	300-399	\$ 12.77	\$ 37.35	\$ 52.42	\$ 67.50	\$ 77.50
4	400-499	\$ 10.31	\$ 29.69	\$ 41.38	\$ 53.07	\$ 63.07
5	500-599	\$ 9.50	\$ 25.09	\$ 33.76	\$ 44.42	\$ 54.42
6	600-699	\$ 8.85	\$ 22.03	\$ 30.34	\$ 38.65	\$ 48.65
7	700-799	\$ 8.15	\$ 19.84	\$ 27.18	\$ 34.53	\$ 44.53
8	800-899	\$ 7.62	\$ 18.20	\$ 23.82	\$ 31.44	\$ 41.44
9	900-1000	\$ 7.21	\$ 16.92	\$ 22.98	\$ 29.00	\$ 39.00
TOTAL		\$ 104.72	\$ 288.78	\$ 389.99	\$ 476.96	\$ 566.96
Cost for additional copies: 1000 *						\$ 29.18
Price for additional pages, for yearbooks with over 400 pages, in multiples of four (4) pages, in the specified number of copies:						\$ 550.00
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ 2,400.69



Procurement & Warehousing Services
Broward County Public Schools

Company Name: Herff Jones, LLC

PRICING SHEET
BLACK & WHITE YEARBOOKS
SIZE: 9 X 12

Quantities listed are estimates and are not guaranteed.

Instructions to Proposer:

1. Enter pricing information in columns D through H.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book				
		Less than 100	100-199	200-299	300-399	400-499
1	Less than 200	\$ 24.62	\$ 69.99	\$ 80.60	\$ 94.00	\$ 95.00
2	200-299	\$ 19.69	\$ 54.67	\$ 75.51	\$ 88.35	\$ 89.35
3	300-399	\$ 14.77	\$ 39.35	\$ 54.42	\$ 69.50	\$ 79.50
4	400-499	\$ 12.31	\$ 31.69	\$ 43.58	\$ 55.07	\$ 65.07
5	500-599	\$ 11.50	\$ 27.09	\$ 35.76	\$ 46.42	\$ 56.52
6	600-699	\$ 10.85	\$ 24.03	\$ 32.34	\$ 40.65	\$ 50.65
7	700-799	\$ 10.15	\$ 21.84	\$ 29.18	\$ 36.53	\$ 46.53
8	800-899	\$ 9.62	\$ 20.20	\$ 25.82	\$ 33.34	\$ 43.84
9	900-1000	\$ 9.21	\$ 18.92	\$ 24.98	\$ 31.00	\$ 41.00
TOTAL		\$ 122.72	\$ 307.78	\$ 401.99	\$ 484.86	\$ 566.96
(Cost for additional copies: 1000 +)						\$ 31.09
Price for additional pages, for yearbooks with over 408 pages, in multiples of four (4) pages, in the specified number of copies						\$ 600.00
TOTAL for Columns D through H and Cost for the additional copies/pages (this amount will be used for scoring purposes)						\$ 2,626.40

The School Board of Broward County, Florida
Yearbooks and Memory Books for All Schools

Bid No. FY23-023

PROPOSAL PRICING SHEET
YEARBOOKS
ADDITIONAL INFORMATION

Proposer's Company Name: _____ Herff Jones, LLC

Prices offered in your proposal, if awarded, must be exactly the same prices shown in any price lists sent out to the schools for distribution.
Any additional items offered must have been submitted in your proposal as an addition item.
Each bidder may add other items they would like to be considered.

Proposer to fill in costs in all blank spaces below.

	<u>Black & White</u>	<u>Full Color</u>	
1 Final date on which school may revise (upward or downward) the total number of yearbooks to be delivered Date: <u>Upward upon cover proof submission; Downward on final page deadline</u>	refer to price chart	refer to price chart	
2 Final date when numbered pages may be changed (Per four pages) Date: <u>Upon Cover Proof Submission and Approval</u>	refer to price chart	refer to price chart	
3 Charges for editor's change to proofs:	<u>Desktop</u>	<u>Online</u>	
a. Copy changes per line:			
Per page, 1st correction:	No charge	No charge	
Maximum charge per page:	No charge	No charge	
b. To move picture:	No charge	No charge	
c. To enlarge or reduce picture:	No charge	No charge	
d. To substitute picture:			
Black & White:	No charge	No charge	
Full color:	No charge	No charge	
e. Maximum charge for complete page change:	No charge	No charge	
*** Credits for editor's changes not completed will be assessed at the same rate as proposer would charge school.			
		<u>Charge</u>	
4 Art work or air brushing per hour:		\$ 0.75 per hour	
5 Trim Size (See sheets attached):			
6 Binding (additional cost per yearbook for type):			
Side Stitch		No charge	
Smyth Sewn		No charge	
Saddle Stitched		No charge	
Rounded and Backed		\$1.25 per copy	
Headbands		\$2.50 per copy	
7 Paper:			
80#		No charge	
100#		\$3.20 per copy	
Matte Finished		No charge	
Enamel Coated		No charge	
Recycled/FSC Certified Paper 80#		10% increase per copy	
Recycled/FSC Certified Paper 100#		10% increase per copy	
8 Cover:	<u>Date 1</u>	<u>Date 2</u>	<u>Date 3</u>
Company Designed 4/Color Lithographic	No charge	No charge	No charge
Company Designed Embossed (1 base/1 applied Color)	No charge	No charge	No charge
School Designed 4/Color Lithographic	\$ 900.00	\$ 1,000.00	\$ 1,100.00
School Designed Embossed (1 base/1 applied Color)	\$ 3.00 per copy	\$ 3.00 per copy	\$ 3.00 per copy
9 End Sheets (list any price increase for the following):	<u>Date 1</u>	<u>Date 2</u>	<u>Date 3</u>
Same front and back	\$ 600.00	\$ 600.00	\$ 600.00
Different front and back	\$2 per copy	\$2 per copy	\$2 per copy
4/Color	\$ 900.00	\$ 1,000.00	\$ 1,100.00
Spot Color	\$2 per copy per color	\$2 per copy per color	\$2 per copy per color
10 Type Program (Please indicate the type of program available):			
Desktop Publishing Software: Desktop Publishing Software, Adobe Indesign, All Versions:			
Online: HJ eDesign Online Program:			
11 Percentage discount if softcover is ordered: Please see the memory book pricing for soft cover options:			

OTHERS:

School Designed Embossed (1 base/1 applied Color)

Front Emboss: \$3 per copy + die quote

Back Emboss: \$3 per copy + die quote

Spline Emboss: \$2 per copy + die quote

Yearbook Additional Products Pricing: Size 7,8,9

Herff Jones RFP FY23-078

Binding:

- Squarebacked, Side Stitch, Smyth Sewn no charge
- Rounded and Backed \$1.25 per copy
- Rounded and Backed w/ Headbands \$2.50 per copy

Paper:

- 80# (80lb) no charge
- 100# (100lb) \$3.20 per copy
- Matte Finished no charge
- Enamel Coated no charge
- Recycled/FSC Certified Paper 80# or 100# Special Quote
- Vellum, Mylar or Special Ordered Paper Special Quote

Cover Options:

- School Designed 4/Color Lithographic
 - \$900- (2nd Monday in Nov)
 - \$1000- (3rd Monday in Nov)
 - \$1100- (4th Monday in Nov)
- Custom Silkscreen Cover (1 ink included)
 - \$900- (2nd Monday in Nov)
 - \$1000- (3rd Monday in Nov)
 - \$1100- (4th Monday in Nov)
- School Designed Emboss Lithographics or Silkscreen Across All Dates
 - Front Lid Emboss: \$3.00 per copy + die Special Quote
 - Back Lid Emboss: \$3.00 per copy + die Special Quote
 - Spine Emboss: \$2.00 per copy + die Special Quote
- Upgraded Cover Material \$2.25 per copy
- Additional litho spot color \$1.80 per copy
- Add'l SS colors front lid \$1.75 per copy
- Non-standard Silkscreen or ink \$350.00
- 4/C school tip on \$1500 + \$2.50 per copy
- Lenticular tip on Special Quote
- Letterman tip on Special Quote
- Split cover \$550.00
- Laser cut \$8.50 per copy
- Overgraining \$180 + 1.50 per copy
- Quarterbinding \$250 Setup fee + \$2 per copy
- Emboss, Deboss custom die Special Quote
- Plexiglass - standard clear \$12.60 per copy
- Plexiglass - colored Special Quote
- Kiss-Cut Plexi Special Quote
- Padded covers \$3.75 per copy
- Trapper Keeper Special Quote

Cover Lamination/UV Application on Litho:

- Suede/Matte Lamination \$1.85 per copy
- UV Coating Gloss \$1.85 per copy
- UV Coating Raised \$2.25 per copy
- UV Glitter Coating/Grit UV \$2.25 per copy
- Speciality UV inks - Glow in the Dark, Thermo, Photochromatic \$4.35 per copy

Cover Foil: All Foil Charges based on 25 square inch area

- Foil stamping—standard \$1.85 per copy/per 25 inch area
- Foil stamping—Specialty \$2.25 per copy/per 25 inch area
- Foil die small (25 square inches)- \$350
- Foil die large- \$550 > than 25 square inches

Cover, Endsheets, Page Proofs:

- Digital Cover Proof in Wrike Included
- 4C Match Profiled (100% to size) \$156.25
- Cover Mock-up Special Quote
- 4C Page Proof \$6.25 per page proof
- First reproof \$30.00 per proof
- Second reproof confirmation \$60.00 per proof
- Third reproof confirmation \$120.00 per proof
- Additional reproof confirmations Special Quote

(Note: If a plant error was the cause of the correction request, a reproof confirmation will be supplied at no charge to confirm the correction was made.)

Endsheets Stock Options:

- Signature Stock \$1.00 per copy
- Mezzotext Stock \$1.50 per copy
- Classic Stock \$1.50 per copy
- Harmony Stock \$1.75 per copy
- Premium Stock \$1.75 per copy

Endsheet Processes:

- Same & Different front and back Black & White < 300 copies. \$600 across all dates
- Same & Different front and back Black & White >300 copies. \$2 per copy across all dates
- 4/Color Same & Different front and back
 - \$900- (2nd Monday in Nov)
 - \$1000- (3rd Monday in Nov)
 - \$1100- (4th Monday in Nov)
- Spot Color Same & Different front and back \$2 per copy
- Add'l applied color \$2 per copy
- Standard ink lieu black \$2 per copy
- Printing D or E in black ink \$2 per copy
- Laser cut \$8.50 per copy
- Foil stamping Standard \$225 + 1.75 per copy
- Specialty foils \$225 + 2.00 per copy (25 inches of coverage per run max)
- Foil die small (25 square inches):\$350
- Foil die large: \$550 > than 25 sq in.
- Blind embossing \$225+ \$2 per copy

Yearbook Additional Products Pricing: Size 7,8,9

Herff Jones RFP FY23-078

Endsheet Processes Continued:

- Emboss die Special Quote
- Short trim Special Quote
- Split endsheet order \$550.00 copy

Miscellaneous:

- Art Work or Air Brushing \$97.75 per hour
- 8 Pg Autograph supplement \$2 per supplement
- Plastic covers \$2 per plastic cover
- UV Coating Gloss on pages \$3.70 per signature /copy
Due before 2/1
- UV Glitter Coating on pages \$4.50 per signature/copy
Due before 1/15

(Note: UV must be placed and Priced by Signatures - 16 Page increments)

- 16 Pg World Yearbook Sewn in \$3.50 per copy
- 16 Pg World Yearbook kleenstick \$3.75 per supplement
- Mini-Our World (Size 7 & 8) \$1.65 per copy
- Ribbon Special Quote
- Page Staining/Gilding Special Quote

Tip in:

Price doesn't include cost of pages:

- Standard Tipins: \$3.50 per copy
- Custom Tipins: Special Quote

Corrections

Corrections made by plant: Special Quote

eDesign Page Releases: \$40

Personalization due 3rd Monday in January:

(10 name minimum)

- Name Stamps 1 line \$4.20 per stamp
- Name Stamps 2 lines \$6.70 per stamp
- Name Plates 1 line \$5.75 per plate
- Name Plate 2 lines \$8.10 per plate
- Marks \$3.60 per mark



Procurement & Warehousing Services
Broward County Public Schools

RFP Bid # FY23-278

Yearbooks and Memory Books for All Schools

Proposer Information

Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.

Company Name	Herff Jones, LLC
Individual to contact for sales	Vicky Aguirre
Email for sales contact listed above	vbaguirre@herffjones.com
Phone number for sales contact listed above	305-527-3256
Individual to contact for assistance with invoicing, credits	Vicky Aguirre
Email for individual listed above	vbaguirre@herffjones.com
Phone number for individual listed above	305-527-3256

Instructions:

- 1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
- 2.) All Fields in the Proposer Information box (above) should be filled in
- 3.) Include a printed copy of this form in your bid (pdf) & hard copy PLUS include the completed Excel (.xls) spreadsheet file on your flash drive.

Thank you for your cooperation!



Procurement & Warehousing Services
Broward County Public Schools

Company

Name: Herff Jones, LLC

PRICING SHEET

BLACK & WHITE MEMORY BOOKS

Quantities listed are estimates and are not guaranteed.

Instructions to Proposer:

1. Enter pricing information in columns D through M.
2. Formulas will calculate based on the pricing entered below.
3. Submit electronic (.xls) on flash drive and printed copy with your bid.

		Number of Pages Per Book											
Item #	# of Copies	Less than 50	52	56	60	64	68	72	76	80	84		
1	Less than 100	\$ 19.35	\$ 20.35	\$ 21.41	\$ 22.42	\$ 23.47	\$ 24.54	\$ 25.47	\$ 26.40	\$ 27.34	\$ 28.26		
2	100-199	\$ 16.83	\$ 17.70	\$ 18.62	\$ 19.50	\$ 20.41	\$ 21.34	\$ 22.15	\$ 22.96	\$ 23.77	\$ 24.58		
3	200-299	\$ 12.84	\$ 13.54	\$ 14.23	\$ 14.92	\$ 15.61	\$ 16.31	\$ 16.88	\$ 17.47	\$ 18.04	\$ 18.62		
4	300-399	\$ 11.11	\$ 11.69	\$ 12.27	\$ 12.90	\$ 13.48	\$ 14.05	\$ 14.64	\$ 15.21	\$ 15.79	\$ 16.36		
5	400-499	\$ 10.18	\$ 10.70	\$ 11.22	\$ 11.80	\$ 12.27	\$ 12.72	\$ 13.18	\$ 13.65	\$ 14.11	\$ 14.57		
6	500-599	\$ 9.66	\$ 10.18	\$ 10.70	\$ 11.22	\$ 11.75	\$ 12.20	\$ 12.66	\$ 13.13	\$ 13.59	\$ 14.05		
7	600-699	\$ 9.43	\$ 9.95	\$ 10.48	\$ 10.99	\$ 11.50	\$ 11.97	\$ 12.43	\$ 12.90	\$ 13.36	\$ 13.82		
8	700-799	\$ 9.26	\$ 9.72	\$ 10.18	\$ 10.70	\$ 11.16	\$ 11.63	\$ 12.08	\$ 12.55	\$ 13.02	\$ 13.48		
9	800-899	\$ 9.02	\$ 9.94	\$ 9.95	\$ 10.48	\$ 10.99	\$ 11.45	\$ 11.91	\$ 12.38	\$ 12.84	\$ 13.29		
TOTAL		\$ 107.68	\$ 113.77	\$ 119.06	\$ 124.93	\$ 130.64	\$ 136.21	\$ 141.40	\$ 146.65	\$ 151.86	\$ 157.03		
Page cost above 84 pages, in multiples of four (4) pages												\$ 150.00	
TOTAL for Columns D through M and Cost for the additional pages (this amount will be used for scoring purposes)												\$ 1,479.23	



Procurement & Warehousing Services
Broward County Public Schools

Company: Herff Jones,
Name: LLC

PRICING SHEET

FILL COLOR MEMORY BOOKS

Quantities listed are estimates and are not quantified.

Instructions to Proposer:

- 1. Enter pricing information in columns D through M.
- 2. Formulas will calculate based on the pricing entered below.
- 3. Submit electronic (.xls) on flash drive and printed copy with your bid.

Item #	# of Copies	Number of Pages Per Book											
		Less than 50	52	56	60	64	68	72	76	80	84		
1	Less than 100	\$ 25.24	\$ 26.54	\$ 27.92	\$ 29.23	\$ 30.60	\$ 32.00	\$ 33.21	\$ 34.43	\$ 35.66	\$ 36.85		
2	100-199	\$ 21.94	\$ 23.09	\$ 24.28	\$ 25.44	\$ 26.61	\$ 27.83	\$ 28.89	\$ 29.95	\$ 31.00	\$ 32.05		
3	200-299	\$ 16.74	\$ 17.66	\$ 18.56	\$ 19.46	\$ 20.36	\$ 21.28	\$ 22.01	\$ 22.78	\$ 23.53	\$ 24.28		
4	300-399	\$ 14.49	\$ 15.24	\$ 16.00	\$ 16.82	\$ 17.57	\$ 18.32	\$ 19.09	\$ 19.84	\$ 20.60	\$ 21.33		
5	400-499	\$ 13.28	\$ 13.96	\$ 14.63	\$ 15.39	\$ 16.00	\$ 16.59	\$ 17.19	\$ 17.80	\$ 18.41	\$ 19.00		
6	500-599	\$ 12.59	\$ 13.28	\$ 13.96	\$ 14.63	\$ 15.33	\$ 15.90	\$ 16.50	\$ 17.12	\$ 17.72	\$ 18.32		
7	600-699	\$ 12.29	\$ 12.98	\$ 13.66	\$ 14.33	\$ 15.01	\$ 15.62	\$ 16.20	\$ 16.82	\$ 17.42	\$ 18.02		
8	700-799	\$ 12.08	\$ 12.68	\$ 13.28	\$ 13.96	\$ 14.56	\$ 15.17	\$ 15.74	\$ 16.36	\$ 16.97	\$ 17.57		
9	800-899	\$ 11.76	\$ 12.44	\$ 12.98	\$ 13.66	\$ 14.33	\$ 14.93	\$ 15.54	\$ 16.15	\$ 16.74	\$ 17.33		
TOTAL		\$ 140.41	\$ 147.87	\$ 155.27	\$ 162.92	\$ 170.37	\$ 177.64	\$ 184.37	\$ 191.25	\$ 198.05	\$ 204.75		
Page cost above 84 pages, in multiples of four (4) pages												\$ 200.00	
TOTAL for Columns D through M and Cost for the additional pages (this amount will be used for scoring purposes)												\$ 1,932.90	

 Procurement & Warehousing Services Broward County Public Schools		RFP Bid # FY23-278 Yearbooks and Memory Books for All Schools	
Company Name:	Herff Jones Yearbooks		
Prices offered in your proposal, if awarded, must be exactly the same prices shown in any price lists sent out to the schools for distribution. Any additional items offered must have been submitted in your proposal as an additional item. Each bidder may add other items they would like to be considered.			
Proposer to fill in costs in all blank spaces below.			
COVERS			
1	Ink color other than black (Applicable to Black and White Books)		No Charge
2	Each additional color of ink on cover (Applicable to Black and White Books)		No Charge
3	Any printing on back cover		No Charge
4	Any printing on inside front cover		\$ 600.00
5	Any printing on inside back cover		\$ 600.00
6	Any color of cover other than white (per book)		No Charge
7	Artwork done by company for cover design (each copy of art)		\$ 97.75 per hour
8	Close register color separation done by your company		No Charge
SPECIAL EFFECTS			
9	Reverse or overburns (each line)		No Charge
10	Tone or solid backgrounds (per page)		No Charge
11	Odd shaped photos (hearts, ovals, circles, etc.) (each)		No Charge
12	Line shot or special screen effect photos (each)		No Charge
13	Any enlargement or reduction apart from rest of page (per photo)		No Charge
14	Scribe lines or borders around individual photo or entire page (each)		No Charge
15	Any other special effect not listed above (per page)		No Charge
MISCELLANEOUS			
16	Same photo to be reproduced more than once in the book (each)		No Charge
17	Montage or collage pages pasted by company (per page)		No Charge
18	Miss reproduction of cartoons or drawing (each)		No Charge
19	Advertising pages (each)		\$ 50.00
20	Copying names for captions from back of pictures (each)		No Charge
21	Alphabetizing names (each)		No Charge
22	Names under individual pictures other than staff page (each)		No Charge
23	A proof copy is available upon request. If a proof is requested a charge sheet will be returned with proof, with explanation of proof and any charges for changes		No Charge
24	Hand die cutting of pictures (per picture)		No Charge
25	Additional cost for HARD COVER Memory Book		
	100-199 copies		\$ 9.02
	200-299 copies		\$ 9.02
	300+ copies		\$ 9.02
26	Additional cost for each additional color or ink on hard cover		No Charge
DEADLINES			
27	By what date must materials be received by proposer		5 weeks before ship date
	Date:		
28	Late charge (if applicable) in regards to materials received after the date specified above		No Charge
29	Does your company offer a second deadline date?		Yes
	Date: School picks deadline	Charge	No Charge
30	How many weeks are required at your plant to meet a specific date	Weeks	5
31	In order to have books prior to school closing, what is the latest date your company can receive material		
	Date: 3rd Monday in April		
DEPOSITS			
32	Desired Payment Schedule		
	Deposit Date	Before shipment	Deposit Amount
			100% of total invoice paid before memory book will ship
	Additional Remittance Date		Additional Remittance Payment
			None
	Balance Date		Balance Payment
			None
33	Will proposer pay interest on monies above initial deposit? (If applicable, explain how interest will be calculated)		
	Yes or No	No	
	Rate:		
	Specified Date:		
34	Charges for Binding		
	Side Stitched		No charge
	Smythe Sewn		No charge
	Saddle Stitched		No charge
	Rounded and Backed		\$ 1.25
	Headbands		\$ 2.50
	Perfect		No charge
35	Proofs Provided		

The School Board of Broward County, Florida

Bid No. FY23-023

Page Proofs (Bluelines)					No charge			
Laser Proofs					\$6.25 per			
Image Proofs					No charge			
No Proofs					No charge			
*Prices should include all shipping, handling and delivery costs					Agreed			

Memorybook Additional Products Pricing

Herff Jones RFP FY23-078

Cover Additional Options:

- Soft Cover with Gloss Lamination: \$1.75 per copy
- Soft Cover with Anti-Scuff Lamination \$2.75 per copy
- Hard Cover with Gloss Lamination \$9.25 per copy
- Hard Cover with Anti-Scuff Lamination \$10.00 per copy

Miscellaneous:

- Autograph supplement (mini) \$1 per copy
- Plastic covers \$2 per copy
- 16 Pg World Yearbook Sewn In \$3.50 per copy
- 16 Pg World Yearbook Kleenstick \$3.75 per supplement
- Mini-Our World (Memorybook) \$1.00 per copy
- 100 lb Matte or Gloss Paper \$1.50 per copy
- Split Cover Charge \$120

Personalization:

(10 name minimum)

- Name Stamps (digital) 1 line \$4.20 per stamp
- Name Plates 1 line \$5.75 per plate

Cost for shorter print cycle: Special Quote from Plant

Special Quotes for Yearbooks & Memory Books

Special Quote Options:

Prices shown in this document are intended to be representative of possible basic product. Pricing to schools is quoted and negotiated by independent sales partners who are contracted to sell Herff Jones products. Special quotes will be presented to the principal for approval prior to signing the printing agreement. Our Sales Partners will work with the principal and administration to ensure that the budget and yearbook needs are met. Approval to move forward with special quotes must be received in order to finalize the printing agreement.

Product attributes/upgrade options that will increase the pricing:

Personalization, name plate, paper stock upgrade, endsheets, other miscellaneous options for the cover (gloss, anti-scuff matte, etc.), qty and page count variations.

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 45 of 56 Pages

ATTACHMENT G – 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)

N/A Herff Jones employs more than 4 employees. Certificate of Insurance is attached.

_____ (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: **N/A Herff Jones employs more than 4 employees.**

Certificate of Insurance is attached.

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-276
Page 46 of 58 Pages

ATTACHMENT H – 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 Ron Stoupa, President

(Print individual's name and title)

for Herff Jones, LLC

(Print name of entity submitting sworn statement)

whose business address is 4501 West 62nd Street, Indianapolis, IN 46268

and (if applicable) its Federal Employer Identification Number (FEIN) is 35-1637714

(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.

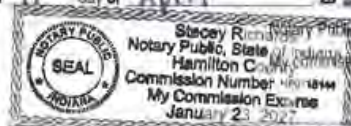
Sworn to and subscribed before me this 17 day of April, 2023

Personally known ☒

or

Produced Identification ☐

(Type of Identification)



(Print or type full name of notary public)

Stacey Richards
(Print Public Signature)

Broward County Public Schools is An Equal Opportunity/Equal Access Employer

Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 47 of 56 Pages

ATTACHMENT I – 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

W-9

Rev. October 2019

Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Herff Jones, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following even boxes.

☒ Individual sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Notar: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ▶

Exemption from FATCA reporting code (if any) ▶

(Report to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4501 West 62nd Street

6 City, state, and ZIP code

Indianapolis, IN 46268

7 List account number(s) here (optional).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

-

-

or

Employer identification number

3

5

-

1

6

3

7

7

1

4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 4/17/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-DIV (dividend income or paid)

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Oct. No. 10251X

Form W-9 (Rev. 10-2019)

HERFF JONES | YEARBOOK PROPOSAL FOR THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

85

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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ATTACHMENT J – SAMPLE CONFIRMATION OF SERVICES

(PUT ON SCHOOL LETTERHEAD)

(TO BE FILLED OUT AND SENT TO SELECTED AWARDEE)

FOR RFP FY23-278 – Yearbooks and Memory Books for All Schools

Date:

To: (Vendor's Name and Address)

Dear (Vendor's Name):

Based upon your company's response to RFP FY23-278, our school

_____, has chosen your company to provide Yearbooks and Memory Books for
All Schools,
(School Name)

for the _____ School Year.
(Indicate School Year)

Principal's (Designee's) Signature

Herff Jones has read and understands Attachment J

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

Herff Jones will comply and provide upon award. Surety bond included in this proposal.

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ATTACHMENT K – SURETY BOND

Proposer's Company Name: Herff Jones, LLC

KNOW ALL MEN BY THESE PRESENTS,

That we, _____, as Principal, and _____ as Surety, are held and firmly bound unto The School Board of Broward County, FL, as Oblige, in the sum of _____ (\$_____) Dollars lawful money of the United States, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The purpose of this bond is to cover deposits, received by the Principal, as more fully described in RFP 17-047N.

Now, therefore, if the Principals, their executors, administrators, successors and assigns, shall well and truly deliver the goods desired, as more fully described in RFP 17-047N, then this obligation shall be void, otherwise it shall remain in full force and effect.

Provided, however, that this bond is executed by the Surety upon the following express conditions and limitations:

1. That this bond shall be for one (1) year term beginning the _____ day of _____, 20____ and ending on the _____ day of _____, 20____, and it may be continued for additional one (1) year term by Certificate executed by the Surety hereon;
2. Regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of the bond;
3. That if the Surety or Oblige shall so elect, this bond may be canceled and discontinued by giving 45 days written notice served upon the other, and this bond shall be deemed canceled at the expiration of 45 days, the Surety remaining liable for all or any acts covered by this bond which may have been committed by the Principals up to the date of cancellation, under the terms, conditions, and provisions of this bond.

WITNESS

PRINCIPAL

WITNESS

INSURANCE COMPANY

BY:

ATTORNEY-IN-FACT

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ATTACHMENT L - SBBC SAMPLE AGREEMENT

(DO NOT FILL OUT THIS 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 "[insert a short name here]"),
whose principal place of business is
[insert address here]

WHEREAS, SBBC issued a Request for Proposal identified as RFP FYxx-xxx, [NAME OF BID GOES HERE] (hereinafter "RFP"), dated Month ??, 2022, and amended by Addendum No. 1 dated Month ?, 2022, Addendum No. 2 dated Month ?, 2022, Addendum No. 3 dated Month ?, 2022 and Addendum No. 4 dated Month ?, 2022, each of which are incorporated by reference herein, for the purpose of receiving proposals for a [DESCRIBE PURPOSE OF RFP HERE]; and

WHEREAS, Insert Name offered a proposal in response to the RFP ("Proposal") and which is incorporated herein by reference whereby Insert Name offered to provide a [PURPOSE OF RFP HERE];

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 are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Term of Agreement. The term of this Agreement commences on _____, 20__ ("Effective Date") and concludes on _____, 20__ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and Insert Name, be extended for two (2) additional one-year periods.

(a) 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.

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

- | | |
|---------|---------------------------------------|
| First: | This attar, then; |
| Second: | Addendum No. 3 to RFP FYxx-xx, then; |
| Third: | Addendum No. 2 to RFP FYxx-xxx, then; |
| Fourth: | Addendum No. 1 to RFP FYxx-xxx, then; |
| Fifth: | RFP FYxx-xxx – [NAME OF BID HERE] |
| Sixth: | Proposal submitted by Insert Name |

2.03 Description of Goods or Services Provided. Insert Name shall provide goods and services, in accordance with the terms and conditions of RFP FYxx-xxx with the following exceptions:

- If vendor recommended for award has any exceptions that are agreeable to SBBC, then they need to be spelled out here.
- Use as many of these letters as needed for ALL items that vary.

2.04 Cost and Payment

- The cost of services delivered under this bid is:
- SBBC will issue a PO prior to Insert Name's delivery of products/services and/or issuance of invoice, with net thirty (30) day payment terms

2.05 SBBC Disclosure of Education Records

- SBBC staff will provide Insert Name with the education records listed in this section for the following purpose(s):
- SBBC will provide Insert Name with the following education records via [Insert method of delivery of the education records]. Insert list of any and all education records that District staff will disclose.
- SBBC will obtain written consent from each student's parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing the education records listed in this section. (Should you believe that the vendor falls under an exception to obtaining consent, then consult with SBBC Privacy Officer on appropriate language.)

2.06 Insert Name Safeguarding Confidentiality of Education Records

- Notwithstanding any provision to the contrary within this Agreement, Insert Name shall:
 - fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;
 - hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

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- 3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;
- 4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;
- 5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;
- 6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;
- 8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;
- 9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;
- 10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and
- 11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) Insert Name shall, for itself, its officers, employees, agents, representatives, contractors, or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.21, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 HIPAA Compliance. Insert Name acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as Exhibit Insert appropriate Exhibit letter or number. PHI may be used and disclosed only in compliance with HIPAA.

2.08 Studies Conducted for SBBC.

(a) Primary Investigators of program evaluation studies conducted by HIP that impact the daily activities of students, parents, or staff, or require use of data from same individuals must submit a Research Request to the SBBC's Institutional Review Board ("IRB") for review and approval prior to the initiation of any study-related activities. SBBC's IRB and Research Review Process reviews the design, procedures, and potential impact on school and district operations to ensure the following:

- 1) the purpose, scope, limitations, and duration of the study is clearly outlined;
- 2) the protection of human subjects in the research process;
- 3) personally identifiable information ("PII") is only used for purposes of the identified study;
- 4) PII is only used by representatives of the organization identified in this Agreement; and
- 5) the safe and confidential storage and transmittal of education records.

(b) The purposes and scope of the study or program evaluation to be conducted by Insert Name is to [Fill in purpose]:

- 1) Staff to fill in with purposes and scope of study or program;
- 2) Staff to fill in with purposes and scope of study or program;

(c) SBBC may disclose PII from an education record of a student and a staff member to Insert Name in order for it to conduct said study. The type of student PII to be disclosed by SBBC to Insert Name is described as follows:

- 1) Staff to fill in with data obtained by students;
- 2) Staff to fill in with data obtained by students;

(e) The study commences on the date of the IRB's approval and concludes at the end of business day on the last day of the term of this Agreement or on the last date of any renewal(s) of this Agreement. The study must be conducted during the term of this Agreement or during the term of any renewal(s) of this Agreement.

(f) Insert Name agrees that any disclosed information will be destroyed or returned to SBBC when no longer needed for the purposes for which the study is to be conducted.

(g) Insert Name agrees to comply with all requirements of the IRB and Research Review Process. Questions regarding this process may be directed to BCPS.IRB@browardschools.com.

2.09 Inspection of Insert Name's Records by SBBC. Insert Name 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 Insert Name'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 Insert Name 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 Insert Name'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 Insert Name pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide Insert Name 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 Insert Name'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 Insert Name 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 Insert Name's claims for payment.

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

(f) Inspection of Subcontractor's Records. If applicable, Insert Name 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 Insert Name 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 Insert Name pursuant to this Agreement and such excluded costs shall become the liability of Insert Name.

(g) Inspector General Audits. Insert Name 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.

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
With a Copy to:	Insert Job Title of District Representative The School Board of Broward County, Florida Insert Address of District Representative
To Insert Name:	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

2.11 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.

2.12 Background Screening. Insert Name 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 Insert Name'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 Insert Name or its personnel providing any services under this Agreement. Insert Name 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 Insert Name and its personnel. The parties agree that the failure of Insert Name 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 Insert Name to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Insert Name 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 Insert Name'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.

2.13 Public Records. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Insert Name 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, Insert Name 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. Insert Name 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 Insert Name does not transfer the public records to SBBC. Upon completion of the Agreement, Insert Name shall transfer, at no cost, to SBBC all public records in possession of Insert Name or keep and maintain public records required by SBBC to perform the services required under the Agreement. If Insert Name transfers all public records to SBBC upon completion of the Agreement, Insert Name shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Insert Name keeps and maintains public records upon completion of the Agreement, Insert Name 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.

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

2.15 Insurance Requirements. Insert Name shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. Insert Name 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. Insert Name 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, Insert Name 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).

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(d) **Auto Liability.** Insert Name 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 Insert Name 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 Insert Name must be furnished to SBBC stating the following: "Insert Name does not own any vehicles. If Insert Name acquires any vehicles during the term of the Agreement, Insert Name 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 the required insurance must be furnished by Insert Name to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences in order to permit Insert Name sufficient time to remedy any deficiencies. Insert Name must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

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

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.
2. All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) **Cancellation of Insurance.** Insert Name 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 cancelled.

(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.

2.16 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, Insert Name 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, Insert Name 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 Insert Name retaliate against any person for reporting instances of such discrimination. Insert Name 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. Insert Name 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.

2.17 **Certification Regarding Scrutinized Activities.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an Agreement for goods or services over One Million Dollars and 00/100 Cents (\$1,000,000.00) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Insert Name that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Insert Name further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Insert Name acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Insert Name further understands that any Agreement with SBBC for goods or services of any amount may be terminated at SBBC's option if Insert Name (a) is found to have submitted a false certification, (b) has been placed on the List of Scrutinized Companies that Boycott Israel, or (c) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at SBBC's option if Insert Name is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

2.18 **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.

2.19 **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.

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

2.21 **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.

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-

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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 on the Effective Date.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of Ame INSURER B: Travelers Indemnity Company of CT INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25674 25682	

COVERAGES

CERTIFICATE NUMBER: W26861662

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	TJGLSA-6E004859-TIL-22	07/30/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Ded. ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ \$1,000	Y	Y	TJCAP-6E004847-TIL-22	07/30/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	CUP-2S905950-22-NF	07/30/2022	11/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	No	UB-6P863791-22-51-K	07/30/2022	07/30/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			UB-6P859765-22-51-R	07/30/2022	07/30/2023	EL Each Accident \$1,000,000 EL Disease-Each Empl \$1,000,000 EL Disease-Policy Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP FY23-023 Yearbooks and Memory Books for All Schools

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

The School Board of Broward County, Florida c/o EXIGIS Risk Management Services P. O. Box 4668-ECM New York, NY 10163-4668	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 23418767

BATCH: 2768739

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Herff Jones, LLC 4501 W. 62nd Street Indianapolis, IN 46268	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

School Board of Broward County, Florida, its members, officers, employees, and agents is included as an Additional Insured as respects to General Liability, Auto Liability and Umbrella/Excess Liability.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary to any other insurance in force for or which may be purchased by Additional Insured.

INSURER AFFORDING COVERAGE: Travelers Indemnity Company of CT

NAIC#: 25682

POLICY NUMBER: UB-6P863791-23-51-R EFF DATE: 07/30/2023 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease-Each Empl	\$1,000,000
Per Statute	EL Disease-Policy Lmt	\$1,000,000

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America

NAIC#: 25674

POLICY NUMBER: UB-6P859765-23-51-R EFF DATE: 07/30/2023 EXP DATE: 11/01/2023

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease-Each Empl	\$1,000,000
Per Statute	EL Disease-Policy Lmt	\$1,000,000

**State of Indiana
Office of the Secretary of State**

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, CONNIE LAWSON, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

HERFF JONES, LLC

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on April 23, 1985, and was in existence or authorized to transact business in the State of Indiana on February 22, 2018.

I further certify this Domestic Limited Liability Company has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, February 22, 2018

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

198504-823 / 2018539800

Verify this certificate: <https://bsd.sos.in.gov/ValidateCertificate>

2022 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M15000005093

Entity Name: HERFF JONES, LLC**Current Principal Place of Business:**4625 W 62ND ST.
INDIANAPOLIS, IN 46268**Current Mailing Address:**4625 W 62ND ST.
INDIANAPOLIS, IN 46268 US**FEI Number:** 35-1637714**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
 Name BRILLHART, BURTON
 Address 4625 W 62ND ST.
 City-State-Zip: INDIANAPOLIS IN 46268

Title MANAGER
 Name BLUMENFELD, ADAM
 Address 4625 W 62ND ST.
 City-State-Zip: INDIANAPOLIS IN 46268

Title MANAGER
 Name HUTCHINSON, JOHN
 Address 4625 W 62ND ST.
 City-State-Zip: INDIANAPOLIS IN 46268

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ADAM BLUMENFELD

MANAGER

04/05/2022

Electronic Signature of Signing Authorized Person(s) Detail

Date

CONTINUATION CERTIFICATE

THE Travelers Casualty and Surety Company of America
(hereinafter called the Surety) hereby continues in force its Bond No. 105126223
in the sum of Fifty Thousand and 00/100
(\$ 50,000.00) dollars, on behalf of Herff Jones Yearbooks
4719 W. 62nd Street, Indianapolis, IN 46268 in favor of
The School Board of Broward County, FL for the
(extended) term beginning on the 1st day of March, 2023, and ending on the
30th day of June, 2023, subject to all the covenants and conditions of said Bond.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 20th day of April 2023

Herff Jones Yearbooks
Principal

By: Andrew Checketta

Travelers Casualty and Surety Company of America
Surety

By: Kaitlyn Malkowski
Kaitlyn Malkowski
Attorney-in-Fact



Form F3657



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **KAITLYN MALKOWSKI** of **Pennsylvania** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20th** day of **April**, 2023



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Bank of America Merrill Lynch
Treasury Fulfillment Service Operations

July 7, 2022

HERFF JONES LLC

To Whom It May Concern

Please accept this letter as confirmation that, according to our records, the account referenced below is maintained at Bank of America, N.A. with the following information:

Account number:	8188304019
Routing number ACH/EFT	071000039
Routing number DOM. WIRES	026009593
SWIFT Code INTL WIRES	BOFAUS3N
Account Name:	HERFF JONES LLC
Account Address:	4501 W 62ND ST INDIANAPOLIS IN 46268-2569

The information set forth above is as of July 7, 2022. Please note that the information provided by the Bank in this letter is given as of the date of this letter and is subject to change without notice, and is provided in strict confidence to you for your own use only, without any responsibility, guarantee, representation, warranty (expressed or implied), commitment or liability on the part of the Bank, its parents, subsidiaries or affiliates or any of its or their directors, officers or employees to you or any third party, and none of them assumes any duties or obligations to you in connection herewith. This letter is not to be quoted or referred to without the Bank's prior written consent. The Bank has no duty and undertakes no responsibility to update or supplement the information set forth in this letter.

If you have any questions, or require further assistance, please do not hesitate to contact us at **(888)715-1000**

Sincerely,

Barba Basilio
Treasury F&S Advisor

"Bank of America" and "BofA Securities" are the marketing names used by the Global Banking and Global Markets divisions of Bank of America Corporation. Lending, other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Trading in securities and financial instruments, and strategic advisory, and other investment banking activities, are performed globally by investment banking affiliates of Bank of America Corporation ("Investment Banking Affiliates"), including, in the United States, BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp., both of which are registered broker-dealers and Members of SIPC, and, in other jurisdictions, by locally registered entities. BofA Securities, Inc. and Merrill Lynch Professional Clearing Corp. are registered as futures commission merchants with the CFTC and are members of the NFA.

Investment products offered by Investment Banking Affiliates: Are Not FDIC Insured • May Lose Value • Are Not Bank Guaranteed.

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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	4	☒	4
	4.2 MINIMUM ELIGIBILITY	9		6, 12
2	Section 4.2.1 – Section 7.1, Liability (Must respond Yes to meet this requirement - See Section 6.11)	9	☒	6, 12
3	Section 4.2.2 – Proof that Proposer has been in the business for a minimum of two (2) years (Must provide at least two (2) examples with contact information).	10	☒	7, 12
4	Section 4.2.3 – Attachment B – Disclosure of Potential Conflict of Interest (See Section 8.0 for form and General Condition 7.15 for more information)	10, 39	☒	7, 60
5	Section 4.2.4 – Attachment C – Debarment (See Section 8.0 for form and General Condition 7.60 for more information)	10, 40	☒	7, 61
	4.3 EVALUATION CRITERIA	10		7, 13
6	Section 4.3.1 – Qualifications and Experience: Provide the proof of qualification and experience required for this RFP.	10	☒	7, 13-21
7	Section 4.3.2 – Scope of Services: Provide your firm's ability to comply with each item.	11	☒	9-11, 22-30
8	Section 4.3.3 – Cost of Services: Provide a completed Proposal Pricing Sheet.	15	☒	31-32, 65-81
9	Section 4.3.4 – Supplier Diversity Outreach (If applicable): Attachment A – SDOP Forms (if applicable).	16	☒	33-47
10	All Other Forms and Attachments as requested	36	☒	48-104

YEARBOOK.

YOUR STORY IS OUR STORY.

With a mission to inspire achievement for young people, Varsity Brands elevates the student experience, promotes participation and celebrates achievement through three unique businesses: Herff Jones, BSN SPORTS and Varsity Spirit. Together, all three promote personal, school and community pride through customizable products that aim to recognize, motivate and educate.

Decades of experience as a yearbook printing company have taught us that nothing captures the energy and excitement at your school like a yearbook filled with photographs and achievements. We support each step of the yearbook journey with an unmatched curriculum, technical support and local representatives who understand the challenges you face, the sacrifices you make and the desire you have to produce and purchase a quality product.

**FROM REAL-TIME TO TIMELESS,
YOU CAN COUNT ON HERFF JONES.**

**Hear more about what it means to partner with
Herff Jones at herff.ly/about-ybk.**



Bid Title: Yearbooks and Memory Books for All Schools
The School Board of Broward County, Florida

RFP No.: FY23-278
Page 55 of 56 Pages

ATTACHMENT M – 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.



Herff Jones, LLC	
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: Karlene Grant RFP # FY23-278 Yearbooks and Memory Books for All Schools



DBA Herff Jones Yearbooks

Team Aguirre Yearbooks
 22546 SW 94 PL - Cutler Bay, FL 33190
 (305) 527-3256 - vbaguirre@herffjones.com

PRINTING AGREEMENT

 Year(s) Covered: ☒ 2024 ☒ 2025 ☒ 2026 ☐ 2027 ☐ 2028

Date: 11/1/2023

Subject to the terms hereof, the Customer (school) named below hereby engages Hercules Achievement, Inc. ("Company") and Company agrees, to print and bind the specified publication during the Years Covered (specified above).

School Name: Pembroke Pines Charter High School

Address: 17189 Sheridan Street
 City/State/Zip: Pembroke Pines, FL 33331
 Job Number: 15760
 Title/Publication:
 Current Enrollment: 1716

Specifications

Program: 800 All Color
 Trim Size: 8 1/2 X 11
 Pages: 300
 Copies: 650
 Submission Method: Web (eDesign)
 Cover: Litho

Correspond With

Name : Mr. Julian Harris
 Title: Yearbook Adviser
 Address: 17189 Sheridan St
 City/State/Zip: Pembroke Pines, FL 33331
 Phone Number:
 Fax Number:
 Email: jharris@pinescharter.net

Binding: Rounded & Backed

Endsheet: Vibracolor

Paper: 80# Gloss

Proofs: Self Proof (eDesign)

Send Invoice To

Name : Mr. Julian Harris
 Title: Yearbook Adviser
 Address: 17189 Sheridan St
 City/State/Zip: Pembroke Pines, FL 33331
 Phone Number:
 Tax Exemption Number: 85-8013818682C-8
 Pre-Payment Option Desired: ☐ Yes ☒ No

Base Price: \$32,409.00/
\$49.86 per copy
Printing Agreement Total: \$32,409.00
Shipping Information

Requested Book Ship Date: April 13, 2024
 Ship Book To : Mr. Julian Harris
 Requested Kit Ship Date: to be determined
 Ship Kit To : Mr. Julian Harris

References the School Board contract RFP FY23-278 - Yearbooks and Memory Books for All Schools

This agreement is subject to the terms shown on the reverse side and is binding on Company and the Customer for the Years Covered, subject to such terms.

YEARBOOK PLANT USE

Customer Number

Date Received

Authorized Admin

Vicky Aguirre

Representing Company

Terms and Conditions of This Yearbook Printing Agreement

This **Yearbook Printing Agreement** will be governed by Texas law. The "Years Covered" by this **Yearbook Printing Agreement** are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing ("Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by **Customer** when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon **Hercules Achievement, Inc. ("Company")** upon written acceptance by the **Company** printing facility of such specifications (including price). **Company** printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If **Customer** has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and **Company** shall print the Book(s) for such year on such basis. **Customer** agrees to prepare all copy in strict accordance with instructions and materials furnished by **Company**.

If this **Yearbook Printing Agreement** covers more than one (1) year, then, **Company** shall provide to **Customer** fifteen (15) additional copies of each year's Book free of charge for the term of the **Yearbook Printing Agreement**. If this **Yearbook Printing Agreement** covers more than one (1) year, the **Customer** acknowledges that **Company** is relying upon the **Customer's** commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Company will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the Submission Deadlines approved and/or published by **Company** have been met as specified. **Ship Date** for subsequent years covered will remain in same week, adjusted for calendar date shift. All Shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, **Customer** agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to **Company** for inclusion in **Customer's** Book(s). **Customer** will not provide any materials to **Company** which are or may be in violation of any right or any third party, including copyright. **Company** does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Company** reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Company** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorney's fees resulting from or arising out of printing of any material submitted to **Company** by **Customer** or its representative.

Customer acknowledges and agrees that **Company** may use reproduction, samples or copies of **Customer's** Book(s) for educational, recognition, marketing or other promotional purposes without compensation to **Customer**. Any future sales of the Book(s) or other uses of the Book(s) may be made by **Company** in its sole discretion and without any compensation to **Customer**.

If **Customer** elects to use **Company's** proprietary computer software (eDesign) to submit copy for the Book(s) to **Company** (the "eDesign System"), then **Customer** agrees as follows:

- a) **Company** will provide **Customer** the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) **Customer's** acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by **Customer** will constitute a default by **Customer** of the terms of this **Yearbook Printing Agreement**.

This **Yearbook Printing Agreement** and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below:



Sales Partners

Authorized Admin



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 1.

File ID: 23-0827

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 11/06/2023

Short Title: Charter High School Yearbook Services - Hercules
Achievement, LLC.

Final Action: 01/17/2024

Title: MOTION TO APPROVE AN AGREEMENT WITH HERCULES ACHIEVEMENT, LLC., FOR THE PEMBROKE PINES CHARTER HIGH SCHOOL UTILIZING THE SCHOOL BOARD OF BROWARD COUNTY CONTRACT # RFP FY23-278 "YEARBOOKS AND MEMORY BOOKS FOR ALL SCHOOLS", PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

***Agenda Date:** 01/17/2024

Agenda Number: 1.

Internal Notes:

Attachments: 1. Yearbook Services Agreement with Hercules Achievement, LLC. (VE), 2. Exhibit A - Agreement between Herff Jones and SBBC RFP FY23-278, 3. Exhibit B - Herff Jones Quote

Related Files:

1	City Commission	01/17/2024	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo				
Nay: - 0				

MOTION TO APPROVE AN AGREEMENT WITH HERCULES ACHIEVEMENT, LLC., FOR THE PEMBROKE PINES CHARTER HIGH SCHOOL UTILIZING THE SCHOOL BOARD OF BROWARD COUNTY CONTRACT # RFP FY23-278 "YEARBOOKS AND MEMORY BOOKS FOR ALL SCHOOLS", PURSUANT TO SECTION 35.18(C)(5) OF THE CITY'S CODE OF ORDINANCES.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(5) states that "Commodities or services that are the subject of contracts with the state its political subdivisions or other governmental entities including the United States Government, are exempt from the competitive procurement process."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission Approval."

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On April 5, 2017, the City of Pembroke Pines City Commission approved to award RFP # ED-17-01 "High School Yearbook Services" to Herff Jones, LLC., and entered into an Agreement for an initial two (2) year period expiring on April 4, 2019. The Agreement was eligible for two 2-year renewals and has since expired on April 4, 2023.

2. On April 10, 2023, the School Board of Broward County (SBBC) advertised RFP # FY23-278 "Yearbooks and Memory Books for All Schools" to establish a pool of qualified companies that schools could choose from for Yearbooks and Memory Books services.

3. On June 13, 2023, the SBBC awarded RFP # FY23-278 "Yearbooks and Memory Books for All Schools" and entered into agreements for the provision of Yearbook services with the pool of the six (6) vendors listed below:

Herff Jones LLC
Jostens, Inc
Plattsco, Inc. DBA Yearbooklife
Taylor Publishing Company DBA Balfour
Treering Corporation
Walsworth Publishing Company, Inc

4. The Academic Village Campus Charter School Administration contacted various vendors in the SBBC pool of awarded vendors and determined that it would be best to continue utilizing

Agenda Request Form Continued (23-0827)

Herff Jones, LLC to provide yearbook services to the Pembroke Pines Charter High School, pursuant to section 35.18(C)(5) of the City's code of ordinances.

5. The SBBC agreement with Herff Jones, LLC is for an initial three-year period through May 31, 2026, with the option to renew for two additional one-year periods.

6. Herff Jones has been the High School yearbook vendor for approximately the past sixteen years. In that time, the vendor has developed a relationship with the yearbook students and staff. The vendor has also developed a reputation with the entire student body and staff members for producing a quality product. Currently, the High School produces and sells out of 650 copies of the yearbook. In addition to increasing sales over the years, Herff Jones has implemented several advertising strategies that have produced an increase in senior dedication purchases. The idea of a class contest along with the accessibility of the Herff Jones on-line purchasing service have also boosted sales. In addition, the E-share service, which allows parents and students to upload photos directly to the school, has made the community feel, even more, a part of the yearbook.

7. The Charter High School utilizes approximately 650 copies of Full-Color Yearbooks (8.5" x 11") with approximately 300 pages in each yearbook. Pursuant to the agreement with SBBC, this would cost \$60.74 per yearbook, or \$39,481 for the 650 yearbooks. The Charter High School has received a quote from Herff Jones in the amount of \$49.86 per yearbook, or a total of \$32,409 for the 650 yearbooks. The pricing above is the base price for the cost to provide an on-line based yearbook application for the Charter High School and to produce 650 copies of the completed yearbook per the scope of work requested by the High School. The agreement also includes several options or a la carte items, including embossing the covers, cover designs, end sheets, etc., that can be purchased to further enhance the yearbook. Historically, the High School has incorporated several of these a la carte items in the yearbook.

8. On November 29, 2023, the SBBC confirmed their consent of the transfer and assignment from Herff Jones, LLC to Hercules Achievement, LLC. All services, terms, conditions, and pricing, as stipulated in RFP # FY23-278 "Yearbooks and Memory Books for All Schools" and the contract are to remain the same as originally awarded to Herff Jones, LLC.

9. The Pembroke Pines Charter High School yearbook is a collection of the memories of the school year and a lasting representation of the Pembroke Pines Charter Schools. Our audience reaches far beyond our students and the book is as much a reflection on our City as it is our school. Students and their families enjoy reflecting on their impactful experiences at PPCHS. In years to come, the yearbook is often the only permanent collection of the school year.

10. The Charter High School recommends the continued use of Hercules Achievement, LLC., formerly referred to as Herff Jones, for the High School yearbook services and has also requested to enter into an agreement through May 31, 2026, with the option to renew the agreement in alignment with the SBBC agreement terms.

11. Request City Commission to approve the agreement with Hercules Achievement, LLC, for the Pembroke Pines Charter High School utilizing the School Board of Broward County

Agenda Request Form Continued (23-0827)

Contract # RFP FY23-278 "Yearbooks and Memory Books for All Schools", pursuant to Section 35.18(C)(5) of the City's Code of Ordinances.

Reviewed by Commission Auditor.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** The cost of the yearbooks are paid directly to Hercules Achievement, LLC. by the students and/or parents/guardians that purchase the yearbooks.
- b) **Amount budgeted for this item in Account No:** Any additional revenue from the price of the yearbook sold versus the cost of the yearbook is remitted to the Charter High School and deposited in account # 172-000-0000-220545-2220-000-0000 (Deposit - Year Book).
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Hercules Achievement, LLC 2525 Midpoint Dr Edwardsville, KS 66111	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of Ame</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company of CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of Ame	25674	INSURER B: Travelers Indemnity Company of CT	25682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: Travelers Property Casualty Company of Ame	25674														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES
CERTIFICATE NUMBER: W30985456
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		TJ-GLSA-6E004903-TIL-23	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ AUTOS ONLY ☐ Comp/Coll. Ded. ☒ \$1,000 ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS			TJCAP-6E004847-TIL-23	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No	N/A	UB-0X40832A-23-51-K	11/01/2023	11/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			UB-0X447910-23-51-R	11/01/2023	11/01/2024	EL Each Accident \$ 1,000,000 EL Disease-Each Empl \$ 1,000,000 EL Disease-Policy Lmt \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is included as an Additional Insured as respects to General Liability

CERTIFICATE HOLDER

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines, FL 33025

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SR ID: 24919715

BATCH: 3196837



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Travelers Indemnity Company	
NAIC # 25658	
INSURED Hercules Achievement, LLC dba Varsity Yearbook 2525 Midpoint Dr Edwardsville, KS 66111	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES
CERTIFICATE NUMBER: W35997743

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			TJ-GLSA-6E004903-TIL-24	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY			TJCAP-6E004847-TIL-24	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☒ AUTOS ONLY Comp/Coll.						\$
	Ded. ☒ \$1,000						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-0X40832A-24-51-K	11/01/2024	11/01/2025	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐ No	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability Per Statute			UB-0X447910-24-51-R	11/01/2024	11/01/2025	EL Each Accident \$1,000,000 EL Disease-Each Empl \$1,000,000 EL Disease-Policy Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pembroke Pines is included as an Additional Insured as respects to General Liability

CERTIFICATE HOLDER
CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/31/2025

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PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Continental Casualty Company NAIC # 20443	
INSURER B: American Casualty Company of Reading Penns 20427	
INSURER C: Continental Insurance Company 35289	
INSURER D: Transportation Insurance Company 20494	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W41590657 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	8035386891	11/01/2025	07/31/2026	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ AUTOS ONLY Comp/Coll. Ded. \$1,000		8033867209	11/01/2025	07/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$	
	AGGREGATE \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	8033867212	11/01/2025	07/31/2026	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
C	Workers Compensation and Employers Liability Per Statute - CA			8033879053	11/01/2025	07/31/2026	E.L. Each Accident \$1,000,000
	E.L. Disease-Each Empl \$1,000,000						
	E.L. Disease-Policy Lmt \$1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patricia A. Jony</i>
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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Hercules Achievement, LLC dba Varsity Yearbook 2525 Midpoint Dr Edwardsville, KS 66111
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Pembroke Pines is included as an Additional Insured as respects to General Liability

INSURER AFFORDING COVERAGE: Transportation Insurance Company

NAIC#: 20494

POLICY NUMBER: 8033879067 EFF DATE: 11/01/2025 EXP DATE: 07/31/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease-Each Empl	\$1,000,000
Per Statute - AZ MA WI	EL Disease-Policy Lmt	\$1,000,000