



**REQUEST FOR
LETTER OF INTEREST
RLI-2027-007-OA**

**PROFESSIONAL RECRUITING
SERVICES FOR PRESIDENTIAL
SEARCH**

Release Date: October 2, 2026

Replies Due Date: 2:30 p.m. ET on October 8, 2026

Procurement Department
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
(954) 201-7455 / procurement@broward.edu

TABLE OF CONTENTS

SECTION I	GENERAL INFORMATION	2
SECTION II	SUBMITTAL REQUIREMENTS	3
SECTION III	CONTACT PERSON	5
SECTION IV	SUBMITTAL DUE DATE	5
SECTION V	REVIEW AND CONSIDERATION	6
SECTION VI	SPECIAL CONDITIONS	6
SECTION VII	ATTACHMENTS	11

SECTION I – GENERAL INFORMATION

INTRODUCTION

Created by the Florida Legislature in 1959, Broward College (hereinafter referred to as the "College") has the third-largest enrollment within the Florida College System (FCS). The College serves more than 51,000 students with the support of more than 3,300 full-time and part-time faculty and staff. The College fulfills its mission each day, by offering first-time college students, adult learners, and career professionals' academic programs across eight career-related pathways. Programs include specialized certificates, and two and four-year degrees. The College also offers non-degree training, workforce readiness, and an extensive list of continuing education curricula.

As the College forges into its second half-century of service to Broward County, it does so as one of the nation's largest institutions of its type, with a reputation for the pursuit of excellence and service to its students. In addition to its three main campuses, the College has multiple centers across the county. Please visit www.broward.edu/about/ for more information.

PURPOSE

This Request for Letter of Interest (RLI) aims to identify a single qualified company to provide Professional Recruiting Services for a Presidential Search. The following will be required:

- Organize the search to ensure a strategic, efficient, and broad-reaching approach in attracting the best candidates for the position of College President.
- Recruit a talented pool of candidates.
- Review and evaluate candidates.
- Facilitate the scheduling of interviews.
- Support the negotiation, appointment, and transition.
- Provide five (5) references.
- If selected, provide confirmation of the ability to meet the recruiting timeline of presenting qualified candidates to the College no later than November 30, 2026.
- Proposed fee schedule.

SCOPE OF WORK

To provide the College with Professional Recruiting Services for a Presidential Search, including but not limited to assistance with:

- The development of a recommended approach for recruiting, screening, and evaluating candidates (search methodology).
- Assuming primary responsibility for actively reaching out and soliciting individuals with superior qualifications to encourage their inclusion in the pool of prospects. This includes contacting potentially qualified candidates from a wide range of backgrounds and experiences, including those with experiences outside academia. Efforts may range from distributing announcements in professional journals to extensive personal interactions with prospective candidates.
- Maintain all applications, resumes, and related materials in a manner consistent with Florida and federal law requirements and designed to preserve the confidentiality of all prospects for the position.
- Convene meetings and engage in active and ongoing interaction throughout all stages of the recruitment and selection process with members of the District Board of Trustees and the Vice President for Human Resources, Talent, and Culture.
- Assisting in the review and summary of all applications.
- Prepare and present interim progress reports to the District Board of Trustees as requested.
- Facilitate Board interviews of final candidates and assist in finalizing the terms and conditions of employment for the successful candidate, if requested.

- Provide a list of references for candidates identified as semi-finalists.
- Prepare a position profile to inform potential candidates about the College and the necessary qualifications, opportunities, and challenges of this position.
- Initiating a wide-ranging advertising and outreach strategy.
- Providing drafts of correspondence and communication to the District Board of Trustees and candidates.

NOTE: The Respondent may describe any additional and/or complimentary services that may not have been listed previously in the scope of work and would like to include in their offer.

SECTION II - SUBMITTAL REQUIREMENTS

All replies to this RLI should include the following information and be organized and tabbed in a manner consistent with this section to facilitate review. Replies will be evaluated as established in SECTION V – REVIEW AND CONSIDERATION.

The Reply shall consist of a cover title page, a table of contents, and the separately tabbed sections summarized below and described herein.

Cover Page. The cover page should clearly indicate the following information:

- RLI Number.
- Title of Reply.
- Respondent's name.
- Name, phone number, and email address of person who can respond to inquiries regarding the Reply.

Table of Contents.

TAB 1 – REQUIRED RESPONSE FORM

TAB 2 – GENERAL INFORMATION

TAB 3 – ORGANIZATIONAL PROFILE

TAB 4 – SCOPE OF WORK

TAB 5 – PROPOSED FEE STRUCTURE

TAB 6 – LICENSES AND OTHER MATERIALS

TAB 1 – REQUIRED RESPONSE FORM

Submit ATTACHMENT A - REQUIRED RESPONSE FORM with all required information completed and all signatures as specified. Any modifications and/or alterations to this form shall not be accepted, and responses may be rejected. The enclosed original ATTACHMENT A - REQUIRED RESPONSE FORM will be the only acceptable form.

In addition, Respondents are to complete and submit ATTACHMENT B – COMPANY CERTIFICATION FORM under TAB 1.

TAB 2 – GENERAL INFORMATION

Include under this tab the following:

- A. **Letter of Transmittal.** The transmittal letter should include a brief abstract, including experiences and strengths of the respondent, of no more than one (1) letter-size page stating the respondent's understanding of the nature and scope of work to be provided and the respondent's capacity to assist the College with the required services.
- B. **Acknowledgement of Released Addenda to RLI.** The College reserves the right to issue any addendum modifying any portion of this RLI. Caution is given that certain addenda may be required to be submitted with replies as specified in the addenda. It is the prospective Respondent's responsibility to verify they have

received all released addenda. It thereby must include acknowledgment (as per addenda instructions when addenda are released) of any addenda that must be submitted with a reply.

- C. **Letter of Insurability.** Submit a letter of insurability per coverage outlined in Special Condition 14 – Insurance Requirements. Certificate of Insurance (COI) will not be considered in lieu of the letter of insurability in reply to submittal.

TAB 3 – ORGANIZATIONAL PROFILE

In no more than 5 pages, describe Respondent's qualifications and recent and related experience. Submit the following information necessary to assess the respondent's capacity to provide the required services, including:

- A. **Company Profile.** Number of years in business, including operation under other company names, providing services the same or similar as described herein.
- Provide a brief history of the company (when founded, where, by whom, etc.). What is the primary business focus of the company?
 - Provide the company's legal/registered name, company mailing and physical address, company website URL
 - What is the size of the firm and organizational chart?
 - How many consulting clients does the company currently have?
 - What is the company's client turnover (gains and losses) over the last three years?
 - How many full-time employees are employed by the company?
 - Ownership structure (e.g., employee-owned).
- B. **Resumes.** Resumes of individuals who will have a direct role in the performance and supervision of this engagement and contact information such as e-mail, telephone and facsimile numbers. Profile of local (Broward, Miami-Dade, or Palm Beach Counties) account representative(s), direct project staff, and their training and applicable experience. Included resumes will not be counted against the 5-page limit for this section.
- C. **Financial Capacity.** Submit Dun & Bradstreet Duns Number (D-U-N-S #). The College may request one or more D&B reports to assess the respondent's financial capacity or may request other information (e.g. audited financial statements) after reply submittal. If the respondent is not currently registered at D&B, you are required to do so before submitting your reply to the College.
- D. **References.** Submit a list of five (5) clients, preferably higher education institutions, within the last three years for which the respondent has performed services similar to those described herein. For each client, submit a brief scope of work, service date(s), contact person, and contact information. The College reserves the right to contact any former and/or current client to verify the information submitted and reference check.
- E. **Litigation History.** Provide a statement of any litigation or regulatory action filed against your company in the last five years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before 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 respondents, submit the requested information for each member of the joint venture or team.

TAB 4 – SCOPE OF WORK

In no more than 10 pages, describe the proposed approach to deliver the services sought by this RLI. Discuss high-level schedules. Identify any anticipated challenges and describe how they will be managed. Clearly identify the scope of work the company can provide based on the services described in SECTION I – GENERAL INFORMATION – SCOPE OF WORK.

Consequently, the Respondent should clearly describe in detail how the Respondent would approach, execute, and deliver information and materials to meet the needs of the College.

Describe any unique or special services or benefits offered or advantages to be gained by the College from doing business with Respondent. Describe creative/innovative ideas specific to the College that the Respondent believes will enhance services offered to the College. Describe any conflicts of interest you may have or encounter in working with the College.

TAB 5 – PROPOSED FEE STRUCTURE

- A. Outline separate proposed fee structures for the College. Indicate all services you offer to provide and their associated fees. The stated fee schedule must include all charges associated with your service provisions, the fees must reflect your costs in their entirety. The College reserves the right to negotiate, set, control, and/or adjust the fee/commission/rebate/rate structure.
- B. If hired, will your company receive any other compensation for working with this account that has not yet been revealed? If yes, what is the form of compensation?

TAB 6 – LICENSES AND OTHER MATERIALS

The Respondent must submit all active business licenses, registrations, and certifications as applicable, documenting that the Respondent is fully licensed to conduct relevant business in the State of Florida. Occupational/business licenses are required as applicable. Include any additional information that Respondent believes is necessary for the College to assess Respondent's ability to deliver the requested services.

Include ATTACHMENT E – VENDOR CONFLICT OF INTEREST FORM under TAB 6. General marketing materials or descriptive examples of Respondent's past work may be included under TAB 6.

SECTION III - CONTACT PERSON

Interested parties must limit all communications concerning this RLI to the Procurement Officer stated in this section. No other College employee or District Board of Trustee member may be contacted. Any verbal and/or written information received by vendor(s), obtained by any means other than this RLI document or by addenda shall not be binding on the College. If necessary, an Addendum will be issued.

Contact:	Orlando Aponte	Email:	oaponte@broward.edu
Telephone:	954-201-7897	Fax:	954-201-7330

SECTION IV - SUBMITTAL DUE DATE

To maintain comparability and facilitate the review process, it is strongly recommended that submittals be organized in the manner specified herein. Include all information requested herein in your submittal. The College has implemented E-Bidding and will only accept electronic submittals via Euna OpenBids (DemandStar) at www.demandstar.com.

- **RLI Due Date: Thursday, October 8, 2026, at or before 2:30 p.m. ET.**
- Digital copies must not be larger than 150 MBs for each document size and not the collection of them.
- Files submitted must be formatted and enabled for printing in page-size letters as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact Euna OpenBids (DemandStar) at support@demandstar.com or call (206) 940-0305.

Responses must be submitted as established in SECTION II – SUBMITTAL REQUIREMENTS. Submittals received after this date and time will not be considered.

When submitting your reply electronically through Euna OpenBids (DemandStar), please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your response will not be received by the system.

Any change to solicitation calendar dates and/or events will be posted on the Broward College Procurement website: www.broward.edu/about/community/vendor/.

SECTION V – REVIEW AND CONSIDERATION

The reply will be assessed based on the information submitted in response to SECTION II – SUBMITTAL REQUIREMENTS of this RLI. The College reserves the right to interview one or more respondents prior to consideration. The College reserves the right to enter into negotiations with a respondent or respondents to develop a mutually beneficial agreement for services. The College reserves the right to negotiate any term, condition, or pricing unless clearly otherwise stated herein. The College reserves the right to reject any and all responses.

Further consideration will be given to the most responsible and responsive respondent based upon, but not limited to, the following criteria where applicable and only that which can be reasonably determined as evidenced by required RLI responses:

- The fee structure and the effect of the response/offer.
- The quality of the services offered to be supplied, their conformity with specifications, and compatibility with the goals of the College.
- The ability, capacity, and skill of the respondent to perform and/or provide the services required.
- The character, integrity, reputation, judgment, experience, and efficiency of the respondent.
- The quality of performance on previous contracts for similar services with the College, or with other higher education institutions.

Consequently, further consideration will be given to the Respondent providing the most advantageous response and best overall value considering both technical and fee factors. Further consideration is not based solely on the lowest cost. The decision as to the most advantageous offer is solely at the College's discretion.

The College is not required to act upon any information obtained from this RLI. For the avoidance of doubt, any subsequent agreement for Professional Recruiting Services for Presidential Search that the College may consider or adopt may be procured without a competitive solicitation based upon the exception available to the College in FDOE Rule 6A-14.0734(2)(f) and College Policy 6Hx2.6.34 for such purchases. The protest provisions stipulated in Florida Statute 120.57 are not applicable to this RLI.

SECTION VI - SPECIAL CONDITIONS

1. **Confidential and Proprietary Information.** The College is subject to Chapter 119, Florida Statutes, the "Public Records Law". No claim of confidentiality or proprietary information in all or any portion of a response to the RLI will be honored unless a specific exemption from the Public Records Law exists and it is cited in response to the RLI.
2. **Minimum Experience Requirement.** To respond to this RLI and be considered for award, a company must have at least three years of proven experience in providing Professional Recruiting Services for a Presidential Search of similar size and scope, within the State of Florida is highly preferred. Failure to meet this minimum requirement may result in disqualification of a Respondent.
3. **Reliance on Information.** Information made available by the College in connection with this solicitation is provided without representation, warranty, guarantee, or promise by the College, expressed or implied, with respect to accuracy, completeness fitness or usability for any purpose. Respondent will at its cost perform due diligence and will rely solely and exclusively on the results of such activities and its experience and

expertise and not on any statement, projection, estimate, description, information, data, or document furnished by the College.

4. **Submissions Property of the College.** All materials submitted during the RLI process become the property of the College, which shall have the right to use such ideas or adaptations of such materials without cost or charge, regardless of the selection or rejection of a reply. The College may adopt all or part of any reply.
5. **College Privileges.** The College reserves the right to accept or reject any or all qualifications and to consider the respondent who, in the opinion of the College, will best serve the interest of the College. The College reserves the right to reject any respondent who has previously failed to perform on contract(s) of a similar nature or who, in the opinion of the College, is not able to successfully perform the requirements of the College. The College reserves the right to request additional qualifications if it deems necessary to do so. The College reserves the right to assess the respondent's performance based on any reference submitted by the respondent or any reference which the College may request from other entities or parties. The College reserves the right to inspect all facilities of the respondent in order to make a determination of the foregoing if necessary. The College reserves the right to waive irregularities and technicalities in determining an eventual award.
6. **Responsibility of Respondents.** The respondents shall be responsible for reading, understanding completely, and complying with the requirements and scope of work of this RLI.
7. **Small Business Participation.** The College strongly advocates the inclusion of small business respondents in all College procurements.
8. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this RLI because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
9. **Governing Law.** This Request for Letter of Interest (RLI), and any further action(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity over the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for 36 months from the date of being placed on the convicted vendor list. By submitting a response to this Request for Letter of Interest (RLI), the respondent certifies that he has not been convicted of a public entity crime.
11. **Prohibition against contracting with scrutinized companies.** This RLI incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473, 215.4725, and any related sections. By submitting a response to this RLI, the Respondent certifies its compliance with these sections.
12. **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this RLI.
13. **Assignment.** Neither this RLI or any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this RLI, including, without limitation, the partial assignment of any right to receive payments from the College.

14. **Insurance Requirements.** Proof of the following insurance will be furnished by any Vendor to the College by a Certificate of Insurance within ten days of notification by the College.
- A. Commercial General Liability:

Each Occurrence	\$1,000,000
Personal & Adv. Injury	\$1,000,000
General Aggregate	\$5,000,000
Products–Completed Operations	\$5,000,000

Policy must contain contractual liability coverage.
 - B. Automobile Liability (if commercial autos will be used)
Including Owned, Non-owned, and Hired vehicles.

Each Occurrence	\$1,000,000
-----------------	-------------
 - C. Professional Liability

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
 - D. Cyber Liability. If the vendor will have access to the College networks, systems, access to student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits of no less than \$1,000,000.
 - E. Worker's Compensation by Florida Statutory Limits and Employer's Liability Insurance. If claiming exemption from this coverage, the vendor must provide evidence of exemption from the State of Florida. More information can be found at <http://www.myfloridacfo.com/Division/WC/>
 - F. Insurance Certification must contain a provision for notification to College of 30 days in advance of any material change in coverage or cancellation.
 - G. If any required policies provide coverage on a **"claims-made"** basis, then insurance must be maintained, and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another "claims-made" policy form with a retroactive date before the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three years after completion of contract work.
 - H. The College **shall be named as an additional insured with reference to this RLI**, as follows: "The District Board of Trustees of Broward College, Florida is additional insured with respect to General Liability (and Excess Liability if issued) in regard to the terms, conditions, and agreements of RLI-2027-007-OA entitled PROFESSIONAL RECRUITING SERVICES FOR PRESIDENTIAL SEARCH from date of commencement to six months after date of completion".
 - I. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College 30 days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. 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.
 - J. All certificates must be addressed and sent to:
The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Fort Lauderdale, FL 33309
 - K. All exclusions added by endorsement must be indicated.
 - L. Certificate must be signed by an authorized representative.

- M. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The College will notify the vendor if the insurance requirements differ from those stated above.
- N. All policies must remain in effect during the performance of the contract. The Vendor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten days after formal notification. Prior to the commencement of any work, the Vendor must provide the College Procurement Services Department with a Certificate of Insurance, which is evidence of the above.

The Vendor shall not commence any work in connection with this or any agreement until they have obtained, as a minimum, all of the above-referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor allow any sub-vendor to commence work on its subcontract until the subvendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subvendor that obtained the insurance.

- 15. **Vendor Conflict of Interest.** This Request for Letter of Interest (RLI) is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their offer the name of any officer, director, or agent who is also an employee of the College. All respondents must disclose the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.
- 16. **Adding or Deleting Campus/Center Locations:** The College may, during the term of any agreement, add or delete service, wholly or in part, at any College district, campus, or center location. If a site is deleted, the quoted cost for the deleted service shall be removed from the invoice amount, if applicable. If a site is added to any agreement, the Vendor shall invoice the same amount as prices quoted for the similar site.
- 17. **Cost of Preparation.** The College will not pay any respondent the costs associated with preparing or presenting any response to this Request for Letter of Interest (RLI).
- 18. **No Subcontracting.** The Vendor MAY NOT subcontract the Professional Recruiting Services for Presidential Search.
- 19. **Scope Changes.** The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.
- 20. **Additional Services may be Added or Deleted.** The College may, during the term of the contract, add or delete services, wholly or in part to the contract. The awarded vendor(s) shall be required to provide a quote for any additional services to be added.
- 21. **Purchase Orders.** All purchase orders shall bear the contract or solicitation number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to a contract resulting from this solicitation must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

22. **Contact After Release (Cone of Silence).** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the Broward College District Board of Trustees, the College President, any Review Team Member, or any other College employee after the release of the RLI and prior to the contract being awarded with the exception of communications with the office of the Associate Vice President of Procurement, unless so notified by the Procurement Services Department. A reply from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by addenda to this solicitation shall be binding on the College.
23. **General Conditions.** Respondents are to review Broward College's ("College") General Conditions, which are specifically incorporated by reference herein into as ATTACHMENT C – GENERAL CONDITIONS. Respondents understand, agree, and confirm that the submission of a reply constitutes acceptance and agreement to these General Conditions and/or to agree upon Contract Terms. Lack of knowledge by the Respondent of the General Conditions will not constitute cause for relief from any responsibility. Respondents may propose alternate terms and conditions for review and approval by the College in the final contract.
24. **Sample Contract.** The sample standard contract, incorporated by reference herein to as ATTACHMENT D – SAMPLE CONTRACT, shall be the basis for any contract negotiations and resulting agreement. Respondents are strongly encouraged to review the enclosed sample standard contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this solicitation, and to include Respondent's offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample standard contract prior to final acceptance by both parties. Respondents may propose an alternate sample contract or agreement for review and approval by the College.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

SECTION VII - ATTACHMENTS

ATTACHMENT A – REQUIRED RESPONSE FORM

ATTACHMENT B – COMPANY CERTIFICATION FORM

ATTACHMENT C – GENERAL CONDITIONS

ATTACHMENT D – SAMPLE CONTRACT

ATTACHMENT E – VENDOR CONFLICT OF INTEREST FORM

ATTACHMENT A - REQUIRED RESPONSE FORM

RLI #: RLI-2027-007-OA	RLI TITLE: PROFESSIONAL RECRUITING SERVICES FOR PRESIDENTIAL SEARCH	RELEASE DATE: FRI 10/02/2026
DUE DATE: THU 10/08/2026	TIME DUE - AT OR BEFORE: 2:30 p.m. ET	The College has implemented E-Bidding and will only accept electronic submittals via Euna OpenBids (DemandStar) at www.demandstar.com

Replies received after the date and time due will not be considered. All replies shall include this **REQUIRED RESPONSE FORM** fully executed and included in TAB 1 of the reply. Replies must contain all information required to be included in the reply as described herein.

RESPONDENT'S INFORMATION

Respondent Name: _____

Street Address: _____

City and State: _____

Respondent Telephone: _____ Respondent Fax: _____

Respondent Toll Free: _____

Contact Person: _____

Contact Person Address: _____

Contact Telephone: _____ Contact Fax: _____

Contact Toll Free: _____

Internet E-mail Address: _____ Internet URL: _____

Vendor Taxpayer Identification Number: _____

- (1) Respondent represents, warrants, certifies, acknowledges, and agrees as follows:
- (a) The RLI is a solicitation for the submission of letter of interest and is not a contract or an offer to contract. Submission of a Reply by Respondent in response to the RLI will not create a contract between the Respondent and the College. Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent's preparation of the Reply.
 - (b) Respondent is a reputable company that is lawfully and regularly engaged in providing the services sought by the RLI.
 - (c) Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the services sought by the RLI.
 - (d) Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances relating to performance of the services sought by the RLI.
 - (e) Respondent understands the terms set forth in the RLI and agrees that failure to comply may result in disqualification of Reply.
 - (f) All statements, information, and representations contained in Respondent's Reply are current, complete, true, and accurate. The College will rely on such statements, information, and representations in determining Respondent's qualifications. Respondent will notify the College immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

- (g) The financial terms of the Reply are fair and proper. They are not tainted by any collusion, conspiracy, connivance, or unlawful agreement by the Respondent or any other of its agents, representatives, owners, employees, or parties in interest.
- (2) Respondent has not given or offered to provide, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with its submission of the Reply.
- (3) The individual signing this document is authorized to sign documents on behalf of Respondent and to bind Respondent under any agreement(s) resulting from the RLI.
- (4) Respondent certifies that:
 - (a) Respondent is not a debarred vendor or an affiliate of a debarred vendor either at the state or federal level.
 - (b) Respondent's provision of services or other performance under any agreement(s) resulting from the RLI will not constitute an actual or potential conflict of interest. Respondent has disclosed in its Reply the name of any officer, director or agent who is also an employee of the College or an immediate family member of an employee of College. Respondent has disclosed any personnel related to any current or former employees of the College.
 - (c) Respondent has not divulged, discussed, or compared the Reply with other Respondents and has not colluded with any other Respondent or party to any other Reply.
 - (d) Respondent agrees to complete an unconditional acceptance of the contents of this document, inclusive of this RLI, and all attachments, exhibits, and appendices and the contents of any Addenda released hereto.

FAILURE TO SIGN THIS REQUIRED RESPONSE FORM, OR SIGNING WITH A FALSE STATEMENT, MAY VOID ANY REPLY SUBMITTED BY RESPONDENT OR ANY RESULTING AGREEMENT(S). If any additional information or disclosure is necessary to qualify or explain any of the above, please include with the Statement behind Tab 1 of the Reply.

Signature of Respondent's Authorized Principal	Date
Name of Respondent's Authorized Principal	Title of Respondent's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this RLI Submission.

ATTACHMENT B – COMPANY CERTIFICATION FORM

As an authorized representative of the Company, I certify, to the best of my knowledge, that the Company identified adheres to the following, as applicable:

- A. Drug-free workplace** - The Company has established a drug-free workplace program in compliance with the following: 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; 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; given each employee engaged in providing the commodities or contractual services that are under bid a copy of Company's drug-free workplace statement; 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, Florida Statutes, 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; 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 and continued good faith effort to maintain a drug free workplace in accordance with Section 287.07, Florida Statutes.
- B. Non-Collusion** - Company is fully informed respecting the preparation and contents of the attached bid and/ or contract and of all pertinent circumstances respecting such reply; such bid and/or contract is genuine and is not a collusive or sham reply; neither the Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other prospective contractor of the College, Company, or person to submit a collusive or sham reply in connection with the work for which the attached reply has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any prospective contractor of the College, Company, or person to fix the price or prices in the attached reply or of any prospective contractor of the College, or to fix any overhead, profit, or cost elements of the reply price or the reply price of any prospective contractor of the College, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against College, or any person interested in the proposed work; and the price or prices quoted in the attached reply are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Company or any other of its agents, representatives, owners, employees or parties in interest.
- C. Scrutinized List of Prohibited Companies that boycott Israel** - Regardless of the dollar value of the goods or services provided, in accordance with the requirements of Section 287.135(5), Florida Statutes, the Company is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <https://www.sbafla.com/governance/global-governance-mandates/>.
- D. Scrutinized List of Prohibited Companies** - If the goods or services to be provided are \$1 million or more, in accordance with the requirements of Section 287.135, Florida Statutes, the Company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports Section at <https://www.sbafla.com/reporting/>.
- E. Suspended Vendor List** - The Company is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Company's ability to satisfy the contract obligations.
The Company is hereby informed of the provisions of Sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), Florida Statutes, that identify the impacts to the Company's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a Company,

supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Company is hereby further informed of the provisions of Section 287.1351, Florida Statutes, that identify the impacts to the Company's ability to enter into or renew a contract with an agency, as defined in Section 287.012, Florida Statutes, if it is placed on the Suspended Vendor List of the Department of Management Services.

- F. E-Verify** - The Company is registered with, and uses, the E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes; and has not, within the last year, had a contract terminated under Section 448.095(5)(c), Florida Statutes, by a public employer, contractor, or subcontractor, as defined by Section 448.095(1), Florida Statutes.
- G. Provision of Commodities Produced by Forced Labor** - If the contract is between a nongovernmental entity and a governmental entity, pursuant to Section 287.1346, Florida Statutes, the commodities offered by the Company to the College have not been produced, in whole or in part, by forced labor.
- H. Use of Coercion for Labor or Services** - If the contract is between a nongovernmental entity and a governmental entity, pursuant to Section 787.06(14), Florida Statutes, the Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Noncompliance with any of the aforementioned attestations shall be grounds for termination of any resulting contract.

Under penalties of perjury, I declare that I have read the foregoing document and the facts stated herein are true and correct.

Signature: _____

Company's Authorized Representative Name and Title: _____

Date: _____

Company Name: _____

Company FEIN: _____

ATTACHMENT C - GENERAL CONDITIONS



PROCUREMENT DEPARTMENT
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the Contracting Officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information which is obtained other than by information herein or by Addenda shall not be binding on the College, and information, data, and documents made available by the College in connection with this solicitation have been provided solely and exclusively for information purposes and without representation, warranty, guarantee, or promise by the College, expressed or implied, with respect to accuracy, completeness or fitness or usability for any purpose. Respondent will at its cost perform due diligence, site evaluation and pre-construction activities at its cost and will rely solely and exclusively on the results of such activities and its experience and expertise and not on any statement, projection, estimate, description, information, data, or document furnished by the College. The College will deliver the leased property and project site to party awarded the contract as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, regarding the condition of the leased property or the project site or marketability, suitability for permitted use or value.
2. **AWARD.** In order to meet the needs of the College, award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION.** In addition to the stated term of award, the College may, in mutual agreement with the Vendor, extend the term as specified in the solicitation or resulting agreement and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS.** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. The College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of the College.
5. **BID ITEM OFFERED.** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE.** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS.** If the model number for the make specified is no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM.** If a proposal item is discontinued by the manufacturer during the period of award, then the Vendor shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES.** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than seventy-two (72) hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION.** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY.** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.

12. **BID BOND.** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent (5%) of the total amount of the proposal must accompany proposal. Bonding company must appear on U.S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS.** If required herein, the Vendor shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT.** No shipment of goods or commencement of work shall begin until such time as the Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY.** The respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within thirty (30) days from the receipt of the order. The College may reject proposals that exceed delivery greater than thirty (30) days from receipt of order.
16. **INSTALLATION.** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation, and demonstration of use of all items ordered. If Installation is not required, the Vendor shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE.** The material and/or service delivered under this proposal shall remain the property of the Vendor until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the Vendor and return the product to vendor, at vendor's expense.
18. **PRICE ADJUSTMENTS.** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS).** As per Florida Statute, the Right To Know Law, the College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST.** An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by the College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE.** The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL.** The Vendor shall at all times guard against damage and/or loss to the property of the College and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Vendor. The Vendor shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY.** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS.** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION.** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g. winter holidays, spring break, summer flex week, etc.). Prior to delivery, the Vendor shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION.** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.

25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS.** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL.** A proposal in response to this solicitation may not be withdrawn before the expiration of ninety (90) days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD.** The respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS.** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at vendor(s) expense and acquired on the open market. Any increase in cost may be charged against the Vendor. Any violation of these stipulations may also result in:
- For a period of two (2) years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE.** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY.** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.
31. **LEGAL REQUIREMENTS.** The respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING.** In submitting a solicitation, the respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT.** A purchase order will be released after award by the College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within thirty (30) days of acceptance by the College.
34. **CONFLICT OF INTEREST.** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of the College or an immediate family member of an employee of the College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES.** The respondent, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this solicitation; then
 - Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - this solicitation; then
 - the respondent's proposal.

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

37. **OSHA.** The respondent warrants that the product supplied to the College 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.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS.** The respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.

39. **PUBLIC ENTITY CRIMES.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By submitting response to this solicitation, the respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS.** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one (1) year. As such, the College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release the College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon thirty (30) days prior written notice to the Vendor. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS.** The College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT.** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION.**
- a. By the College: The College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. Nothing herein shall be construed as consent by the College to be sued by third parties in any matter arising out of any contract.
 - b. By the Vendor: The Vendor agrees to indemnify, hold harmless and defend the College, 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 the College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Vendor, its agents, servants, and employees; the equipment of the vendor, its agents, servants, and employees while such equipment is on premises owned or controlled by the College; or the negligence of the vendor or the negligence of the vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the College's property, and injury or death of any person whether employed by the Vendor, the College or otherwise.
44. **SOLICITATION AND ADDENDA.** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES.** The respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL.** The respondent is solely responsible for any and all costs associated with responding to this solicitation. The College will not reimburse any respondent 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 respondent.
47. **DEFAULT AND LITIGATION COSTS.** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.
48. **TAXES AND PERMITS.** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State-owned building will not be exempted from the Florida Statute referencing sales and use tax. The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the Vendor. The Vendor must provide documentation to the State.

Vendors by virtue of submitting a proposal agree to this condition.

49. **SMALL DISADVANTAGED BUSINESS (SDB).** It is the policy of the College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of the College

that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any College contractor found in violation of this policy will be removed from the College's vendor list and prohibited from bidding on College goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities, and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING.** The Vendor shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or the College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS.** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing company hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY.** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. The Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. The Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS.** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT.** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the College determines that payment in excess to those agreed to hereunder have been made to Contractor, the Contractor agrees to return payment to the College within thirty (30) days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER.** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES.** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. The Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and the bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION.** Any dispute concerning performance of the Contract shall be communicated through the College's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS.** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to: (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the College, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

61. **PROTESTING OF CONDITIONS/SPECIFICATIONS.** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within seventy two (72) consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college 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 shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS.** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for seventy-two (72) consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental website. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within seventy-two (72) consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college 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". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to the College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the Vendor within seventy-two (72) hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". 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, the College 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, the College prevails, then the College 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 College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at Broward College, Procurement Services Department, 6400 NW 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE.** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College

employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

64. **PUBLIC RECORDS.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
65. **FLORIDA STATUTE 283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be five percent (5%) if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the Vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE 287.084 PREFERENCE TO FLORIDA BUSINESSES.**
- (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be five percent (5%).
 - (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
 - (2) 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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
 - (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
 - (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of _____ 20__ between the District Board of Trustees of Broward College, Florida ("College") and _____ ("Vendor") (collectively, the "Parties").

1. TERM.

This Contract shall begin on _____ 20__ and terminate on _____ 20__ ("Initial Term"), unless terminated as provided herein. This Contract may at the end of the Initial Term be renewed for ____ times for a period of ____ each (each, a "Renewal Term") upon written agreement of the Parties. The Initial Term and any Renewal Term(s) shall be known, collectively, as the "Term."

2. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of _____. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

3. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right associated with Vendor's performance under this Contract, including its use, development or provision of any software, books, articles or any other materials ("Materials"). Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

5. TERMINATION FOR DEFAULT.

A “material breach” of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College may immediately terminate this Contract, in addition to exercising whatever legal and/or equitable remedies it chooses regarding Vendor’s breach of contract.

6. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon thirty (30) calendar days’ prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit “A.” The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

7. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

8. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

9. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

10. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 5.

11. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

13. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

14. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, declared public health emergency restrictions, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

15. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

16. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability

1. Each Occurrence \$ 1,000,000
2. Personal & Advertising Injury \$ N/A
3. General Aggregate \$ 2,000,000
4. Products-Completed Operations \$ 2,000,000
Policy must contain contractual liability coverage.

B. Automobile Liability \$ 300,000

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

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

D. Professional Liability

1. Per Occurrence \$ 1,000,000
2. General Aggregate \$ N/A

E. Cyber Liability \$ 5,000,000

F. Pollution Liability

1. Per Occurrence \$ N/A
2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

Vendor agrees abide by all applicable federal, state and local laws, ordinances and regulations and all College policies, specifically including without limitation the College's sexual harassment policies and those pertaining to the privacy and use of student records, health information, and other College data. Vendor shall have all applicable governmental permits, licenses, consents, and approvals necessary to perform its obligations under the Agreement. This obligation shall specifically include, but is not limited to, Vendor's compliance with applicable export control laws, including the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Office of Foreign Assets Control Regulations (OFAC). To the extent Vendor has access to College information, including without limitation financial, business, strategic, health or student records, Vendor agrees to maintain the confidentiality of such information and shall not disclose, discuss, or divulge any such information other than as directly and expressly required to fulfill Vendor's obligations under the Contract or as other required by law. The College shall consider the employment by any vendor of unauthorized aliens a violation of section 274(a) of the Immigration and Naturalization Act.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. FEDERAL FUNDS.

If the College has entered into an agreement with the United States of America, or any Department thereof, and this Contract is entered into with Vendor to further the performance of the work required in such federal agreement, Vendor shall comply with the terms required to be in all such contracts.

28. PCI DSS.

If Vendor's Services involves the acceptance of funds on behalf of the College or involve credit card services, Vendor shall be responsible for the security of all cardholder data in its possession. Vendor represents and guarantees that for the life of the Contract and/or while Vendor has involvement with cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry Security Standards Council (<https://www.pcisecuritystandards.org/>). Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Vendor agrees to provide to the College a current and complete copy of their Attestation of Compliance (AOC). Further, Vendor agrees to provide to the College proof of a recent (no more than 3 months old) passing quarterly external vulnerability scan as performed by an Approved Scanning Vendor (ASV) by the Payment Card Industry Security Standards Council.

29. E-VERIFY.

If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

30. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

31. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with paragraph 29 (E-VERIFY). After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

32. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by the Department of Public Relations and Communications' designee, and in the case of the other party, permission must be granted by its authorized representative.

33. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

34. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further

written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

35. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____
Authorized Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____
Attested By Name (type) _____ Title _____
Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

College President Name _____

Signature _____ Date _____

**Contractor Policy Code Acknowledgement
Exhibit “B”**

Name (Please Print): Click or tap here to enter text.

Contract/Work Order/Purchase Order (P.O.) # Click or tap here to enter text.

Contractors, Vendors and Consultants (hereafter referred to collectively as “Contractor(s)”) engaged to do business with Broward College (“College”) using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College’s Policies & Procedures.

As the Contractor’s representative, without limitation thereto, I, Click or tap here to enter text., (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Tobacco-Free and Smoke-Free Environment Policy, No. 6Hx2-7.21.
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations

as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # [Click or tap here to enter text.](#) Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

[Click or tap here to enter text.](#)

Contractor Name (Print)

[Click or tap here to enter text.](#)

Authorized Representative
(Print)

Signature

Date

**BROWARD COLLEGE
VENDOR CONFLICT OF INTEREST FORM**

**RLI-2027-007-OA
ATTACHMENT E**

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their reply the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of the College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES or NO** (check)

YES ☐ NO ☐

If YES, please explain below:

VENDOR'S COMPANY NAME: _____

Print Name and Title: _____

Signature: _____