



## EXECUTIVE SUMMARY

**Recommendation that the Broward College District Board of Trustees authorize the third and final renewal option with Dream Big Youth Travel, Inc. to provide three college tours for participants of the Broward College TRIO Upward Bound Program per RFP-2020-099-JH - BROWARD COLLEGE TRIO COLLEGE TOURS. Fiscal Impact: \$128,000.00 (cumulative \$346,000.00)**

**Presenter(s):** Janice Stubbs, Vice President of Student Services

**What is the purpose of this contract and why is it needed?** This is to exercise the third and final renewal option with Dream Big Youth Travel, Inc. (RFP-2020-099-JH - BROWARD COLLEGE TRIO COLLEGE TOURS). This agreement will facilitate three college tours for participants of the Broward College TRIO Upward Bound Program. Funded by the United States Department of Education, the program serves 240 high school students annually. Students can apply to the program as early as the end of their 8th-grade year and remain participants until they graduate from high school. It's important to note that the college tours are mandated by the TRIO Upward Bound grants and are exclusively for TRIO Upward Bound participants.

The Broward College TRIO Upward Bound Program is dedicated to supporting high school students in achieving their educational goals and realizing their full potential for excellence. Assigned Academic Coordinators conduct weekly high school visits throughout the year to engage with students, providing guidance and support for navigating their educational journey effectively.

The contract with Dream Big Youth Travel, Inc. includes transportation, lodging, and meals for in-person college tours. These tours play a crucial role in exposing TRIO Upward Bound participants to college life and academic opportunities, contributing to their personal and academic growth.

Safety and Security Measures:

1. Off-Campus Activity Waiver: Each participant and chaperone are required to complete an off-campus activity waiver. This document ensures that all parties understand the risks associated with the college tours and agree to adhere to safety protocols.
2. Mandatory Orientation: All participants and their parent(s) are obliged to attend a mandatory orientation session. During this session, they will receive comprehensive information about conduct expectations and safety protocols to ensure a secure and productive tour experience.
3. Chaperone Training: Chaperones will undergo training before the trips commence. This training equips them with the necessary skills and knowledge to effectively supervise and support participants throughout the college tours.

By continuing the agreement with Dream Big Youth Travel, Inc., we aim to uphold our commitment to providing enriching educational opportunities for TRIO Upward Bound participants while prioritizing their safety and well-being during these college tours. This is the third and final renewal option with this vendor and Upward Bound will need to conduct the bidding process for no later than February 2025.

**What procurement process or bid waiver was used and why?** The procurement process used was a formal competitive solicitation per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 through a Request for Proposals (RFP).

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?**  
Not Applicable.

**What fund, cost center and line item(s) were used?** FD200,CC0626, 60500:Travel.

**Has Broward College used this vendor before for these products or services?** Yes.

**Was the product or service acceptable in the past?** Yes.

**Was there a return on investment anticipated when entering this contract?** The objective of the supplemental funding allocated by the United States Department of Education is to facilitate access to support services for first-generation and income-eligible participants of the Upward Bound programs. This allocation specifically targets the Broward College TRIO Upward Bound Program with the aim of promoting post-secondary enrollment among high school students in Broward County.

The investment in the Broward College TRIO Upward Bound Program is intended to provide essential academic support and enrichment opportunities to participants. This funding covers various expenses, including transportation, lodging, meals, and other program-related costs, to ensure that students can fully engage in activities designed to enhance their educational experiences.

Participation in the services offered by the Broward College TRIO Upward Bound Program has demonstrated significant positive objective outcomes for program participants:

1. **Increased Self-Esteem and Motivation:** The program plays a critical role in elevating participants' self-esteem and motivation levels. Through personalized academic support, mentorship, and exposure to college environments, students gain confidence in their abilities and are motivated to pursue higher education opportunities.
2. **Higher Post-Secondary Enrollment Rates:** Research consistently shows that participation in TRIO Upward Bound programs is associated with higher rates of post-secondary enrollment. By addressing academic support and enrichment needs not adequately met at Broward County Public Schools (BCPS) grant sites, the program effectively prepares students for success in college and beyond.
3. **Long-Term Societal Impact:** Investing in the educational attainment of first-generation and income-eligible students yields broader societal benefits. By equipping these students with the skills, knowledge, and resources necessary for success in higher education, we contribute to a more educated workforce, economic growth, and social mobility.

The ROI in the Broward College TRIO Upward Bound Program extends beyond immediate metrics. By providing critical support services and enrichment opportunities, the program empowers students to realize their full potential, increases post-secondary enrollment rates, and ultimately fosters the long-term prosperity of our community and nation.

**Was that return on investment not met, met, or exceeded and how?** Met. Service will guarantee the achievement or surpassing of grant objectives. Due to exposure and participation in the college tours, an average of 74.5% of program participants during the 2022 -2023 grant cycle continued to enroll in post-secondary institutions during the fall after their secondary graduation. This rate surpassed the approved rate of 63.5% by 13.5%.

Board Item

Meeting of June 25, 2024

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Directly. Accelerate Entry into College by developing individuals (program participants) and strengthen communities through expanded access to higher learning and resources across the country. Participation in the services offered by Broward College TRIO Upward Bound is vital to increasing and maintaining high levels of student self-esteem and motivation, leading to post-secondary enrollment.

**Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:		
Description: \$128,000.00 using worktags Deerfield (GR001172,BU010, CC0626, FD200, PG000355);McArthur (GR001173, BU010, CC0626, FD200, PG000355);Northeast (GR001174,BU010, CC0626, FD200, PG000355);South Broward (GR001171,BU010, CC0626, FD200, PG000355)		
06/01/24	CC0626-GR001172 · Upward Bound Deerfield	(\$32,000.00)
06/01/24	CC0626-GR001171 · Upward Bound South Broward	(\$32,000.00)
06/01/24	CC0626-GR001173 · Upward Bound McArthur	(\$32,000.00)
06/01/24	CC0626-GR001174 · Upward Bound Northeast	(\$32,000.00)
TOTAL:		(\$128,000.00)

Janice Stubbs

Janice Stubbs, Vice President of Student Services

6/10/2024

APPROVAL PATH: 12071: Dream Big Youth Travel, Inc. (RFP-2020-099-JH - BC TRIO College Tours) 3rd and Final Renewal



## Workflow

Edit View

Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	David Kenton	Dean		✓ Completed	
2	Janice Stubbs	VP Review		✓ Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		✓ Completed	
4	Zaida Riollano	Procurement Approval		✓ Completed	
5	Rabia Azhar	CFO Review		✓ Completed	
5	Christine Sims	Budget Departmental Review		✓ Completed	
5	<b>Legal Services Review Group</b>	Review and Approval for Form and		✓ Completed	
6	<b>Board Clerk</b>	Agenda Preparation		⌚ Pending	
7	District Board of Trustees	Meeting	06/25/24 01:00 PM	⌚ Pending	
8	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig		⌚ Pending	
9	Natalia Triana-Aristizabal	Contracts Coordinator		⌚ Pending	



## Orlando Aponte

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**From:** Doretha White <dwhite@dreambig-inc.com>  
**Sent:** Thursday, April 4, 2024 12:09 PM  
**To:** Orlando Aponte  
**Cc:** TaiQuay Bogle; Michael White; Yolaina Ruiz  
**Subject:** Re: Broward College - Intent to Renew Contract - RFP-2020-099-JH for BROWARD COLLEGE TRIO COLLEGE TOURS

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**CAUTION:** This email originated from outside of Broward College. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

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Good morning!

We are in receipt of your email providing notice of Broward College's intent to exercise the third and final renewal option for an additional one year of college tour service for 06-01-2024 to 05-31-2025. We are in agreement and happy to provide services once again to Dr. Bogle and her amazing team!

Thank you,  
Doretha White

**Doretha Howard White, M. Ed.**

Dream Big Youth Travel, Inc.

P: 770-652-3328 | E: [dwhite@dreambig-inc.com](mailto:dwhite@dreambig-inc.com)

[www.dreambigyouthtravel.com](http://www.dreambigyouthtravel.com)

Follow us on IG. <https://www.instagram.com/dreambigyouthtravel2/>

College Tours | Educational Field Trips | Learning Excursions, large & small

*"It's a BIG world! You should go & see it! "*

On Thu, Apr 4, 2024 at 10:54 AM Orlando Aponte <[ooponte@broward.edu](mailto:ooponte@broward.edu)> wrote:

Messrs. DREAM BIG YOUTH TRAVEL,

This email shall serve to provide notice of Broward College's intent to exercise the third and final renewal option for an additional one year pursuant to Broward College Contract RFP-2020-099-JH - BROWARD COLLEGE TRIO COLLEGE TOURS from 06/01/2024 to 05/31/2025.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms and conditions, please respond to this email at earliest convenience. If requesting a price adjustment, please refer to Exhibit A – Statement of Work of the contract.

Thank you.

@TaiQuay Bogle please note vendor has not responded to emails, please advise.



**Orlando Aponte**  
Associate Vice President, Procurement, Broward College

**P:** +1 (954) 2017897

**E:** [oaponte@broward.edu](mailto:oaponte@broward.edu) | **W:** [broward.edu](http://broward.edu)

**A:** 6400 NW 6th Way  
Fort Lauderdale, FL 33309



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**From:** Orlando Aponte

**Sent:** Tuesday, March 26, 2024 9:25 AM

**To:** Doretha White <[dwhite@dreambig-inc.com](mailto:dwhite@dreambig-inc.com)>

**Cc:** Michael White <[dreambigincmlw@gmail.com](mailto:dreambigincmlw@gmail.com)>; Yolaina Ruiz <[yruiz@broward.edu](mailto:yruiz@broward.edu)>; TaiQuay Bogle <[tbogle@broward.edu](mailto:tbogle@broward.edu)>

**Subject:** RE: Broward College - Intent to Renew Contract - RFP-2020-099-JH for BROWARD COLLEGE TRIO COLLEGE TOURS

Messrs. DREAM BIG YOUTH TRAVEL,

This email shall serve to provide notice of Broward College's intent to exercise the third and final renewal option for an additional one year pursuant to Broward College Contract RFP-2020-099-JH - BROWARD COLLEGE TRIO COLLEGE TOURS from 06/01/2024 to 05/31/2025.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms and conditions, please respond to this email at earliest convenience. If requesting a price adjustment, please refer to Exhibit A – Statement of Work of the contract.

Thank you.

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**From:** Orlando Aponte  
**Sent:** Thursday, March 14, 2024 1:22 PM  
**To:** Doretha White <[dwhite@dreambig-inc.com](mailto:dwhite@dreambig-inc.com)>  
**Cc:** Michael White <[dreambigincmlw@gmail.com](mailto:dreambigincmlw@gmail.com)>; Yolaina Ruiz <[yruiz@broward.edu](mailto:yruiz@broward.edu)>  
**Subject:** RE: Broward College - Intent to Renew Contract - RFP-2020-099-JH for BROWARD COLLEGE TRIO COLLEGE TOURS  
**Importance:** High

Messrs. DREAM BIG YOUTH TRAVEL,

This email shall serve to provide notice of Broward College's intent to exercise the third and final renewal option for an additional one year pursuant to Broward College Contract RFP-2020-099-JH - BROWARD COLLEGE TRIO COLLEGE TOURS from 06/01/2024 to 05/31/2025.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms and conditions, please respond to this email at earliest convenience. If requesting a price adjustment, please refer to Exhibit A – Statement of Work of the contract.

Thank you.

---

**From:** Orlando Aponte  
**Sent:** Tuesday, March 14, 2023 8:21 PM  
**To:** Doretha White <[dwhite@dreambig-inc.com](mailto:dwhite@dreambig-inc.com)>



# BROWARD COLLEGE

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

March 14, 2023

DREAM BIG YOUTH TRAVEL, INC.  
3030 Stone Road  
East Point, GA 30344

Attn: Doretha White, Chief Operating Officer  
Email: [dwhite@dreambig-inc.com](mailto:dwhite@dreambig-inc.com) / [dreambigincmlw@gmail.com](mailto:dreambigincmlw@gmail.com)

Dear Ms. White,

This letter shall serve to provide notice of Broward College's intent to exercise the second renewal option for an additional one year pursuant to Broward College Contract **RFP-2020-099-JH** for **BROWARD COLLEGE TRIO COLLEGE TOURS**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to [oaponte@broward.edu](mailto:oaponte@broward.edu).

It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

**CONTRACT PERIOD: June 1, 2023, through May 31, 2024**

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email [oaponte@broward.edu](mailto:oaponte@broward.edu).

Sincerely,

DocuSigned by:

*Orlando Aponte*  
8F2E60F1838349D...

Orlando Aponte  
Senior Director, Procurement

Cc: RFP-2020-199-JH File

TYPE/PRINT NAME Michael L. White Doretha N. White	TITLE CEO C.O.O.
SIGNATURE <i>Michael L. White</i> <i>Doretha N. White</i>	DATE 3/14/2023 3/14/2023

Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.





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

July 12, 2022

DREAM BIG YOUTH TRAVEL, INC.  
3030 Stone Road  
East Point, GA 30344

Attn: Doretha White, Chief Operating Officer  
Email: [dwhite@dreambig-inc.com](mailto:dwhite@dreambig-inc.com) / [dreambigincmlw@gmail.com](mailto:dreambigincmlw@gmail.com)

Dear Mrs. White,

This letter shall serve to provide notice of Broward College's intent to exercise the first renewal option for an additional one year pursuant to Broward College Contract **RFP-2020-099-JH** for **BROWARD COLLEGE TRIO COLLEGE TOURS**, for uninterrupted services for collegewide locations.

Therefore, let this act as notice, and if agreeable to the one-year renewal option at the same pricing, terms, and conditions, please sign below and return original copy for our files via U.S. Mail, via fax to (954) 201-7330, or email as a PDF to [aponte@broward.edu](mailto:aponte@broward.edu).

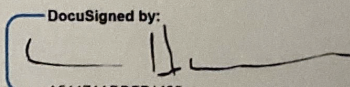
It is necessary that your company provide the College with an updated Certificate of Insurance.

The College would like to thank you for the services provided so far and hopes our association continues in the same manner for both parties.

**CONTRACT PERIOD: June 1, 2022 through May 31, 2023**

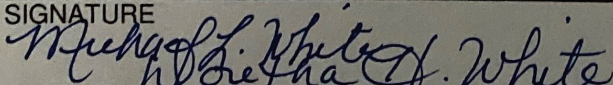
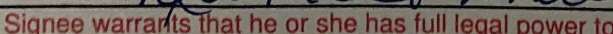
If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email [aponte@broward.edu](mailto:aponte@broward.edu).

Sincerely,

DocuSigned by:  
  
AS1171ADDF4482...  
Alan Hansen

Senior Director, Risk Management & Chief Risk Officer

Cc: RFP-2020-199-JH File  
Joevania Alexandre, Associate Project Manager, IT Projects

TYPE/PRINT NAME Michael L. White Doretha N. White	TITLE C.E.O. C.O.O.
SIGNATURE  	DATE July 12, 2022

Signee warrants that he or she has full legal power to execute this document on behalf of the stated company.





REQUEST FOR PROPOSALS  
RFP-2020-059-JH

TRIO College Tours

PROCUREMENT SERVICES DEPARTMENT  
6400 NW 6<sup>th</sup> Way, 2nd Floor  
Fort Lauderdale, Florida 33309  
954-201-7455


<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

**RFP-2020-059-JH TRIO College Tours****TABLE OF CONTENTS**

Section 1.0	Required Response Form
Section 2.0	Introduction and General Information / Purpose
Section 3.0	Special Conditions
Section 4.0	Submittal Requirements
Section 5.0	Evaluation
Section 6.0	Contract Negotiations
Section 7.0	General Conditions
Attachment A	Statement of “No” Response
Attachment B	Sample Standard College Contract “Services”
Attachment C	Scope of Work
Attachment D	Drug-Free Workplace Certification (F.S. 287.07)
Attachment E	Non-Disclosure Agreement
Attachment F	Non-Collusion Affidavit
Attachment G	Cost Proposal Form
Attachment H	Vendor Conflict of Interest Form
Attachment I	Public Entity Crimes Statement
Attachment J	Federally Funded Attestation Form



**RFP-2020-059-JH TRIO College Tours****PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST**

	<b>TAB #</b>	<b>SECTION</b>
<b>4.1 GENERAL INFORMATION and SUBMITTAL REQUIREMENTS</b>		
	<b>1</b>	Title Page & Table of Contents
	<b>2</b>	Acknowledgement of Released Addenda to RFP
	<b>3</b>	Letter of Transmittal
	<b>3</b>	W-9 Form
	<b>3</b>	Notice Provision
	<b>3</b>	Vendor Conflict of Interest
	<b>3</b>	Drug-Free Workplace Certification (Attachment D) - <b>NOTARIZED</b>
	<b>3</b>	Non-Disclosure Agreement (Attachment E)
	<b>3</b>	Non-Collusion Affidavit (Attachment F) - <b>NOTARIZED</b>
	<b>3</b>	Insurance - letter of insurability (Section 3.9)
	<b>3</b>	Public Crimes Entity Statement (Attachment I)
	<b>4</b>	Litigation History
	<b>5</b>	Licenses/Certifications
	<b>5</b>	Federally Funded Attestation Form (Attachment J)
<b>4.2 MINIMUM ELIGIBILITY CRITERIA</b>		
	<b>6</b>	Required Response Form - Section 1.0
	<b>7</b>	Experience
<b>4.3 PROPOSER'S QUALIFICATIONS</b>		
	<b>8</b>	Executive Summary
	<b>9</b>	Organizational Profile
	<b>10</b>	Organizational Chart and Account Management and Staffing
	<b>11</b>	References
<b>4.4 SCOPE of SERVICES PROVIDED and PROPOSED SOLUTION</b>		
	<b>12</b>	Proposed Solution
<b>4.5 COST PROPOSAL</b>		
	<b>13</b>	Cost Proposal Form, Attachment G
<b>4.6 FINANCIAL CAPACITY</b>		
	<b>14</b>	Financial Capacity

**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 1 - REQUIRED RESPONSE FORM**

<b>RFP#:</b> 2020-059-JH	<b>RFP TITLE:</b> TRIO College Tours		<b>RELEASE DATE:</b> 11/22/2019	
<b>DATE DUE:</b> December 13, 2019	<b>TIME DUE AT OR BEFORE:</b> 2:30:00 p.m.	<b>ORIGINAL HARD COPY SUBMITTALS REQUIRED:</b> 1 Original	<b>SUBMITTAL of EXTRA HARD COPIES REQUIRED:</b> 0	<b>CD OR FLASH DRIVE:</b> 1 - PDF Copy of Complete Proposal

This Submittal must be submitted in a sealed package to the Business Services & Resource Management / **Procurement Services Department of Broward College, 6400 NW 6<sup>th</sup> Way, 2<sup>nd</sup> Floor, Room 275, Fort Lauderdale, Florida 33309**, plainly marked with the RFP number and title. **We encourage proposers to schedule additional time for delivery of proposals due to security procedures. Submittals received after the date and time due will not be considered.**

All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein. Proposal submittal package must include one hard copy original submittal, an electronic version of submittal on CD or USB Drive(s), and the additional number of copies stated above, if required.

**PROPOSER INFORMATION**

PROPOSER'S NAME: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY AND STATE: \_\_\_\_\_

PROPOSER TELEPHONE: \_\_\_\_\_ PROPOSER FAX: \_\_\_\_\_

PROPOSER TOLL FREE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

CONTACT TELEPHONE: \_\_\_\_\_ CONTACT FAX: \_\_\_\_\_

CONTACT TOLL FREE: \_\_\_\_\_

INTERNET E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

How were you informed of this solicitation? (Please provide media name(s) in blank space):

☐ Website: [www.](http://www.)
☐ Newspaper: \_\_\_\_\_
 ☐ Other: \_\_\_\_\_
**Submittal Certification**

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal

Date

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

**NOTE:** This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1).

**REQUEST FOR PROPOSALS (RFP) 2020-059-JH**  
**SECTION 2 - INTRODUCTION AND GENERAL INFORMATION / PURPOSE**

- 2.1 **GENERAL COLLEGE INFORMATION:** Broward College (hereinafter referred to as the “College” or “BC”) provides higher education and, technical and occupational training for the residents of Broward County, its district by law, as well as a number of international students. As one of the twenty-eight community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County and the Greater Fort Lauderdale, FL area, we operate three main campuses, one urban center, and several satellite centers found on the follow link: <http://www.broward.edu/locations/Pages/default.aspx>. For detailed information on the College visit [www.broward.edu](http://www.broward.edu).

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 the diverse communities it serves. From the 701 students, 28 professors and the small staff who opened the college in 1960, Broward now serves approximately 65,000 students annually and employs a faculty and staff of more than 1,600. For detailed information on the College visit [www.broward.edu](http://www.broward.edu).

**Enrollment & Demographic Data**

Broward College has the third largest enrollment among the 28 colleges in the Florida College System. Up-to-date enrollment and campus community (to include faculty and staff) demographic profile information can be found by accessing the following link:

<http://www.broward.edu/discover/Pages/Fast-Facts.aspx>

- 2.2 **PURPOSE OF RFP:** The Broward College Upward Bound programs are funded by the United States Department of Education to serve at least 60 participants per year at Deerfield Beach, McArthur, and South Broward high schools from 2017-2022. The grants are renewable on an annual basis based on performance. The College is releasing this RFP with the intent to receive proposals from qualified firms interested in providing the College tours to Upward Bound participants and chaperones for Deerfield Beach, McArthur, and South Broward high schools and students from the Broward College TRIO Educational Opportunity Center.

Required services and expectations are further defined herein and detailed in Attachment “C”, Scope of Work.

- 2.3 **MINIMUM QUALIFICATION:** In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and meet the applicable minimum eligibility criteria stated in Section 4.2.

- 2.4 **RFP CONTACT and SUBMITTAL OF QUESTIONS:**

**CONTACT:** Jose Luis Hidalgo  
**TELEPHONE:** 954-201-7566

**EMAIL:** [jhidalg1@broward.edu](mailto:jhidalg1@broward.edu)

- 2.4.1 **Question Submission:** Any questions concerning any condition or requirement of this RFP must be received via email to [jhidalg1@broward.edu](mailto:jhidalg1@broward.edu), with subject line to read “Questions-RFP-2020-059-JH” on or before the deadline date and time specified in Section 2.5, Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all planholders who downloaded the solicitation on Demandstar (<https://network.demandstar.com>). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

- 2.4.2 **CONTACT AFTER PROPOSALS’ RELEASE - CONE OF SILENCE:** Any Proposer or a lobbyist for a Proposer is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees (the Board), the College President, any Evaluation Committee Member 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 and Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the

**REQUEST FOR PROPOSALS (RFP) 2020-059-JH**  
**SECTION 2 - INTRODUCTION AND GENERAL INFORMATION / PURPOSE**

Proposer or a lobbyist for the Proposer 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 College.

2.5 **TENTATIVE CALENDAR:** The following are important pre-scheduled dates regarding this solicitation; all are subject to change.

<b>11/22/2019</b>	<b>Release Date</b>
11/28-29/2019	College Closed – Thanksgiving Break
12/3/2019	Written questions due in Procurement Services ( <i>See Section 2.4.1</i> )
<b>12/13/2019</b>	<b>Proposals due at or before 2:30:00 p.m. (<i>Proposals due at location specified in Section 1.0</i>)</b>
12/17/2019-01/1/2020	College Closed – Winter Break
TBD	Phase 1 - Evaluation Committee Shortlist Meeting Location: TBD Time: TBD
TBD	Phase 2 Evaluation Committee Meeting(s) – presentations, interviews, evaluations, <i>If Necessary</i> Location: TBD Time: TBD
TBD	Tentative Board of Trustees Meeting for Approval of Award

**NOTE:** Any changes to publicly held meetings will be posted at  
<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

2.6 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this RFP.
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
- c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses.
- d. Adopt all or any part of the Proposer's proposal.
- e. Award contracts to multiple Proposers.
- f. Withhold the award of contract.
- g. Select the Proposer it deems to be most qualified to fulfill the needs of the College. The Proposer with the lowest-cost proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.

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**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 3 - SPECIAL CONDITIONS**

- 3.1 **PROPOSERS' CONFERENCE**: A Proposers' Conference will not be held for this Solicitation.
- 3.2 **CONTRACT TERM**: The purpose of this RFP is to establish a contract commencing on the date of the last executed signature and continuing for a period of one (1) year, *or as agreed to in resulting contract*.
- 3.2.1 **Contract Renewal(s)**: The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for two (2) additional one (1) year periods or renewed on a yearly basis after this if the grants are extended beyond the year 2022. This contract may be extended for 180 days beyond the expiration date of the final renewal period.
- The College will, if considering renewal, request a letter of intent to renew from each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract unless agreed to otherwise in writing.
- 3.3 **AWARD OF CONTRACT**: The College will use the evaluation criteria stated in Section 5.0, Evaluation, to establish ranking. The College will recommend award, to the top-ranked Proposer(s) with whom a successful contract can be negotiated. In the best interests of Broward College, the College reserves the right to make award to a single Proposer, to more than one Proposer, and/or to include an award that designates one or more awarded vendors, in any combination, regardless of Firm(s) ability to provide 100% of the goods and/or services required in this RFP. Recommended awardee(s) must be approved by the Board before award is final.
- 3.3.1 **Additional Products and/or Services May Be Added or Deleted**: Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.
- 3.3.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.
- 3.4 **PROBATION PERIOD**: The first three months of the contract will be considered probationary. The probationary period may be extended for additional three month periods if the College deems necessary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.
- 3.5 **JOINT VENTURES**: In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain

**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 3 - SPECIAL CONDITIONS**

responsible for performing services associated with response to this RFP. Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "Prime Proposer ("Prime Vendor"). The Prime Vendor must be the joint venture's contact point for Broward College and be responsible for the joint venture's performance under the definitive contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. The Prime Vendor's name must be clearly stated in Section 1.0, Required Response Form.

- 3.6 **CONTRACT ADMINISTRATION**: The responsibility and authority for the administration of this contract shall be assigned to the IT Chief Business Officer as the Contract Administrator, hereinafter referred to in this proposal as Contract Administrator. The successful Proposer will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the successful Proposer agrees that it will assign a replacement immediately.
- 3.7 **LICENSING**: The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses to College upon request. Failure to maintain required licenses and permits shall be cause for termination.
- 3.8 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES**: Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s) if agreeable by the awarded vendor and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties and cities. All government agencies allowed by the vendor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.9 **INSURANCE REQUIREMENTS** Proof of the following insurance will be furnished by any awardee to the College by Certificate of Insurance within 10 days of notification by the College.
- A. Commercial General Liability Insurance:
- |  |             |
|--|-------------|
| 1. Each Occurrence   | \$1,000,000 |
| 2. General Aggregate   | \$3,000,000 |
| 3. Excess Umbrella Liability   | \$5,000,000 |
| 4. Professional Liability (including Cyber Liability) per claim of \$1,000,000 for a period of three (3) years after project completion and policy is to be on a primary basis if other professional liability is carried. |             |
- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP \$1,000,000.
- C. Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- E. Insurance Certification **must list the College as Additional Insured.**
- F. Insurance Certification must contain a provision for notification to College 30 days in advance of any material change in coverage or cancellation.
- G. The College **shall be named as an additional insured with reference to this RFP.**  
Insurance Certificate must reference RFP# of this solicitation and must list the College as Additional Insured, as follows: *"The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms,*



**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 3 - SPECIAL CONDITIONS**

*conditions, and agreements of **RFP-2020-059-JH** entitled **TRIO COLLEGE TOURS** from date of commencement to six months after date of completion.”*

- H. If any of the required policies provide coverage on a “**claims-made**” basis:  
Insurance must be maintained and evidence of insurance must be provided for at least three (3) 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 prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
- I. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty 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.

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

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 2.4.1.

The Contractor shall not commence any work in connection with this agreement until he has obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Contractor allow any sub-contractor to commence work on its sub contract until the sub-contractor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Contractor. All insurance policies shall be with insurers qualified to do business in Florida. The Contractor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. All required insurance policies shall name the College, our Board of Trustees, and the State of Florida (collectively College) as an additional named insured. The Contractor shall promptly notify the College of any changes in insurance coverage or carrier.

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 Contractor and/or sub-contractor that obtained the insurance.

- 3.10 **FAMILIARITY WITH LAWS:** All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, Transportation Security Administration (TSA) Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, and all Civil Rights legislation. The awarded vendor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this RFP to the “Applicable Laws” shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time-to-time and any successor laws, codes, rules and regulations.
- 3.11 **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any of the proposer’s place(s) of business, if it is deemed necessary.
- 3.12 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The awarded vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, Firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.



**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 3 - SPECIAL CONDITIONS**

- 3.13 **CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the College in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from The Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the College will treat all materials received as public records.
- 3.14 **CONFIDENTIALITY:** Awarded vendor acknowledges that certain information about the College's students is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all "Personal Information"\* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than authorized College employees, or as may be requested by government authorities.

At the request of the College, awarded vendor agrees to provide the College with a written statement of the procedures awarded vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

\*"Personal Information" means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- 3.15 **WARRANTY AND ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.16 **SEVERABILITY:** If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.
- 3.16.1 In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 3 - SPECIAL CONDITIONS**

- 3.17 **EQUITABLE ADJUSTMENT**: The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Contractor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks and liability between the College and the Contractor and the financial, technical, construction, commercial and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.
- 3.18 **PUBLIC ENTITY CRIMES**: The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.
- 3.18.1 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**:  
This Solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this Solicitation, the Vendor certifies its compliance with these sections.
- 3.19 **OSHA**: The proposer warrants that the product and/or service supplied to 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.

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**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 3 - SPECIAL CONDITIONS**

- 3.20 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** The following is a listing of current the College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any COLLEGE campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus  
3501 SW Davie Road  
Davie, FL 33314

North Campus  
1000 Coconut Creek Blvd.  
Coconut Creek, FL 33066

Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)  
7200 Hollywood/Pines Blvd.  
Pembroke Pines, FL 33024

Willis Holcombe Center  
111 (Bldg. 33) East Las Olas Blvd.  
Fort Lauderdale, FL 33301

Tigertail Lake Center  
580 Gulfstream Way  
Dania Beach, FL 33004

Pines Center / Academic Village  
16957 Sheridan St.  
Pembroke Pines, FL 33331

Weston Center  
4205 Bonaventure Boulevard – Suite #2  
Weston, Florida 33331

Miramar West Center  
1930 SW 145 Avenue, Bldg. 3101  
Miramar, FL 33027

Miramar Town Center  
2050 Civic Center Place  
Miramar, FL 33025

Cypress Creek Administrative Center  
6400 NW 6th Way  
Fort Lauderdale, FL 33309

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**REQUEST FOR PROPOSALS (RFP) 2020-059-JH**  
**SECTION 4 - SUBMITTAL REQUIREMENTS**

In order to maintain comparability and facilitate the review process, it is strongly recommended that submittals be organized in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Original Hard Copy submittal should be presented in a three (3) ring binder and should be limited to not more than 50 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs, acknowledgement of released Addenda, Litigation History, and SDB forms . Oversize pages will be counted as two pages. Dividers shall divide the sections Tab 1 through Tab 14. Secondary dividers (not in the page count) may be used at the Firm's discretion to present information clearly. It is preferred that submittals be limited to 50 pages. Submissions in excess of 50 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity may be taken into consideration during the evaluation process and may result in a reduction of points.

Proposers are requested to organize their proposals in accordance with Section 4.0, Submittal Requirements. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. Proposal must be submitted in a sealed package to the ***Procurement Services Department of Broward College, 6400 NW 6<sup>th</sup> Way, 2<sup>nd</sup> Floor, Room 275, Fort Lauderdale, Florida 33309, at or before 2:30:00 p.m. on the date established in Section 2.5, Tentative Calendar.*** Proposal must be submitted in a sealed package with the number and title of the solicitation clearly indicated. The College reserves the right to not consider proposals not clearly enumerated and titled. Submittals received after date and time established herein will not be considered. Submittal package must include:

- One (1) complete, original hard copy proposal with a signed Required Response Form.
- One (1) complete proposal in one (1) Adobe PDF file format on CD or USB (**electronically bookmarked tabs**).
- **Cost Proposal must be in a separate envelope and separate file on the CD or USB. Submit one in original Excel format and a PDF copy of the original Excel document.**

**4.1 General Information and Submittal Requirements**

TAB (1) 4.1.1	<b>Title Page &amp; Table of Contents</b>	<p>Include RFP number, subject, the name of the Proposer, address, telephone number and the date.</p> <p>Include a clear identification of the material by section and by page number.</p>
TAB (2) 4.1.2	<b>Acknowledgement of Released Addenda to RFP</b>	<p>It is the prospective Proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal.</p> <p>The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p>
Tab (3) 4.1.3	<b>Letter of Transmittal</b>	<p>Include the legal name of the Prime Proposer's Firm as it is registered with Florida Department of State, Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, address(es), email address(es) and telephone number(s).</p>
TAB (3) 4.1.4	<b>W-9 Form</b>	<p>It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with submittal or within three (3) days of notification. The W-9 form may be downloaded at <a href="http://www.irs.gov">www.irs.gov</a>. Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project until such time as the W-9 is received.</p>

**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 4 - SUBMITTAL REQUIREMENTS**

TAB (3) 4.1.5	<b>Notice Provision</b>	<p>Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. <b>This information must be submitted with the submittal or within three days of request.</b> For the present, the Parties designate the following as the respective places for giving notice:</p> <p><b>To College:</b> Judy Schmelzer, Ed. D, AVP – Business Services &amp; Resource Management 6400 NW 6<sup>th</sup> Way, 2<sup>ND</sup> Floor Fort Lauderdale, Florida 33309</p> <p><b>With Copy To (College Attorney):</b> General Counsel and VP of Public Policy and Government Affairs Broward College President's Suite – 12<sup>th</sup> Floor 111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301</p> <p><b>With Copy To:</b> Joevania Alexandre, District Director TRIO (Contract Administrator) Broward College 6400 NW 6<sup>th</sup> Way, Fort Lauderdale, FL 33309</p> <p><b>To Proposer:</b> (Proposer to Insert)</p> <p><b>With Copy To (Proposer):</b> (Proposer to Insert)</p>
TAB (3) 4.1.6	<b>Vendor Conflict of Interest</b>	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 Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response 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.
TAB (3) 4.1.7	<b>Drug Free Workplace Certification</b>	Submit a completed Drug Free Workplace Certification (see Attachment D) – <b>NOTARIZED.</b>
TAB (3) 4.1.8	<b>Non-Disclosure Agreement</b>	Submit completed Non-Disclosure Agreement (Attachment E).
TAB (3) 4.1.9	<b>Non-Collusion Affidavit</b>	Submit a completed Non-Collusion Affidavit (see Attachment F) – <b>NOTARIZED.</b>
TAB (3) 4.1.10	<b>Insurance</b>	Submit a letter of insurability as outlined in Section 3.0; Paragraph 3.10.

**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 4 - SUBMITTAL REQUIREMENTS**

TAB (4)  
4.1.11      **Litigation History**      State whether Prime or Joint Venture partners have been involved in any services related litigation, action or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this submittal. For each instance include the following information:

- a. the style/caption of the matter
- b. the case number
- c. the forum/venue of the action
- d. a description of the claim, action, or litigation
- e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final.

If "No" litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect.

Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.

TAB (5) 4.1.12	<b>Licenses/ Certifications</b>	Proposer must submit all active business licenses, registrations, and certifications as applicable, documenting proposer is fully licensed to conduct relevant business in the State of Florida (Also refer to Section 3.7 of this solicitation). Occupational / business licenses are required as applicable. If permitted, Sub-contractor licenses may be required during the developmental phase.
TAB (6) 4.1.13	<b>Federally Funded Attestation Form</b>	Submit completed Federally Funded Attestation Form (Attachment J).

**4.2 Minimum Eligibility Criteria**

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Proposers that fail to meet the minimum eligibility criteria may not have proposals considered.

TAB (7) 4.2.1	<b>Required Response Form</b>	Submit Page 1 of RFP (Section 1.0) with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form.
TAB (8) 4.2.2	<b>Experience</b>	Proposer must demonstrate a strong documented track record in providing College Tours for high school and college students and chaperones. At least two (2) years providing these services must be proven.

**4.3 Proposer's Qualifications (Max 30 Points)**

TAB (9) 4.3.1	<b>Executive Summary</b>	Submit a brief abstract, of no more than one (1) pages, stating the Proposer's interest in the contract; overview of Firm qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract. In the event the Proposer is a joint venture, the Proposer shall list the use of Subcontractors, if any.
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**REQUEST FOR PROPOSALS (RFP) 2020-059-JH****SECTION 4 - SUBMITTAL REQUIREMENTS**

TAB (10) 4.3.2	<b>Staffing</b>	Include organizational chart of Proposer's team for service being provided. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. Include the names of individuals responsible for the roles and responsibilities of each team member.
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TAB (11) 4.3.3	<b>References</b>	Submit at least three (3) references, , for which the Proposer has performed (or is currently performing) work, similar in nature and size, as the project described herein within the two (2) years prior to the RFP due date. Provide the following information for each reference:
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Company	
Address of Company	
Contact Name and Title	
Contact Email Address	
Contact Phone Number	
Project Type	
Cost	
Completion Date	

- ***Please be sure the contact person listed is currently available (example: not retired).***
- ***Please check email and phone numbers to be sure numbers are still in service and it is the correct number.***

**4.4 Scope of Services Provided & Proposed Solution (Max 40 Points)**

TAB (12) 4.4.1	<b>Proposed Solution</b>	Clearly, and in detail, describe how Proposer will accomplish the Scope of Services stated in Attachment D.
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**4.5 Cost Proposal (Max 25 Points)**

TAB (13) 4.5.1	<b>Cost Proposal Form</b>	Submit Attachment H (Cost Proposal Form) for Scope of Services (described in Attachment D, Scope of Services).
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Only SECTION 1 will be considered for evaluation purposes.

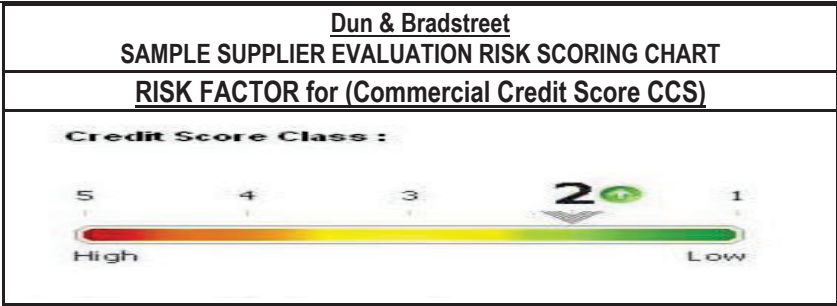
**SECTION 2 will NOT be considered for evaluation purposes, only as an informational piece.**

**4.6 Financial Capacity (Max 10 Points)**

TAB (14) 4.6.1	<b>Financial Capacity</b>	Proposers shall submit Dun & Bradstreet Duns Number (D-U-N-S#). The College will use the total of both the D&B Commercial Credit Score (CCS) and the Financial Stress Score (FSS) Reports in order to assess financial capacity of Proposer. If your Firm is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.
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REQUEST FOR PROPOSALS (RFP) 2020-059-JH  
SECTION 4 - SUBMITTAL REQUIREMENTS



CCS POINTS 1 2 3 4 5



FSS POINTS 1 2 3 4 5

D&B COMBINED TOTAL (CCS & FSS) SCORES

EVALUATION POINTS

1 2 3 4 5 6 7 8 9 10

4.7 Supplier Diversity Small Business (SDSB) Program Participation

TAB (15) 4.7.1	Supplier Diversity Small Business Program Participation	Manager shall comply with the College’s Supplier Diversity Small Business (SDSB) program and provide a fair and equal opportunity to compete for, or to participate in, management related services provided under the Agreement. Manager shall track annual expenditures with SDSB businesses and report on all solicitations regarding such expenditures using the College’s forms and processes.
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**REQUEST FOR PROPOSALS (RFP) 2020-002-JH**  
**SECTION 5 - EVALUATION**

**Phase 1: Review of Proposals**

- 5.1 **The Evaluation Committee\*** (hereinafter referred to as "Committee") shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Criteria. The failure to respond, provide detailed information or to provide requested proposal elements in Sections 4.3 through 4.7 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.

*\*The Evaluation Committee will shortlist Proposers in Phase 1, Review of Proposals. Proposers will be notified according to dates set herein in Section 2, Paragraph 2.5, Tentative Calendar.*

**Cone of Silence is in effect, as stated under General Conditions 7.63.**

- 5.1.1 **Phase 1: Evaluation, Review of Proposals Criteria:** The Evaluation Committee shall evaluate all proposals received for this solicitation, which meet or exceed Section 4.2, Minimum Eligibility Criteria, according to the following initial screening criteria:

Criteria Section		Max Points
4.3	Proposer's Qualifications	30
4.4	Scope of Services Provided & Proposed Solution	40
4.5	Cost Proposal	25
4.6	Financial Capacity	5
<b>Total Maximum:</b>		<b>100</b>

- 5.1.2 **Shortlist Scores & Rankings:** The Evaluation Committee will utilize the scores developed as a result of Section 5.1.1 to rank the Proposers individually, and then determine cumulative ranking results.

The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and, those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of Section 5.1 Phase 1, Review of Proposals, will neither be considered, nor carried forth as part of the scores and rankings of Section 5.2, Phase 2, Interviews and Presentations.

- 5.1.3 **Results of Phase 1, Review of Proposals:** Based upon the cumulative ranking results, the College, at its sole discretion, may:

1. short-list the top ranked Proposers (short-list number to be determined by the Committee) for further consideration and/or interviews;
2. recommend an award to one or more top ranked Proposer and begin contract negotiations per Section 6.0, Contract Negotiations;
3. reject all proposals received;
4. waive any informalities;
5. re-advertise/re-solicit proposals;
6. reject all proposals without further action;
7. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
8. invite one or more top-ranked Proposer to participate in contract negotiations phase and/or award; or
9. take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

**REQUEST FOR PROPOSALS (RFP) 2020-002-JH**  
**SECTION 5 - EVALUATION**

- 5.1.4 **Proposal Clarification:** During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

**Phase 2: Interviews and Presentations**

- 5.2 In the event that the College chooses to interview short-listed Proposers, the Evaluation Committee shall interview and evaluate the short-listed Proposers, in accordance with the evaluation criteria and point schedule established in this Phase 2, Interviews and Presentations, based on the Proposers' presentations and interviews, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond, provide detailed information or to provide requested proposal elements in Section 5.2 may result in the reduction of points in the Phase 2, Interviews and Presentations, evaluation process. Short-listed Proposers will be interviewed against a set of standard questions (same questions for all short-listed Proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues). The Committee will utilize the scores developed as a result of Section 5.2; Paragraph 5.2.1, Phase 2: Interviews and Presentations Criteria, to rank the Proposers.

*\*Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 5.2.1 **Phase 2: Interviews and Presentations Criteria:** If the College has chosen to interview short-listed Proposers, the criteria for this Phase 2, Interviews and Presentations, shall be according to the following:

Criteria Section		Max Points
a)	Understanding of the College's Requirements	20
b)	Relevant Experience	25
c)	Unique Qualifications	20
d)	Overall Approach, Methodology, and Ability to Perform Contract	35
<b>Total Maximum:</b>		<b>100</b>

- 5.2.2 **Results of Phase 2 Interviews and/or Presentations:** If interviews are conducted, based upon the ranking results of Section 5.2.1, the College, at its sole discretion, may:

1. recommend award to the top ranked Proposer;
2. recommend award to more than one top ranked Proposer;
3. reject all proposals received;
4. re-advertise/re-solicit proposal;
5. reject all proposals without further action;
6. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
7. invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

- 5.3 **Award:** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, College, at its sole discretion, reserves the right to make an award as follows:

- a. divide the work among Proposers;
- b. award contracts for less than all services encompassed by this solicitation.

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**REQUEST FOR PROPOSALS (RFP) 2019-002-JH****SECTION 6 - CONTRACT NEGOTIATIONS**

- 6.1 **Contract Negotiations:** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in Section 5.2., Phase 2, Interviews and Presentations. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the committee recommends rejection of all proposals received.

*\*Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.
- 6.1.2 The College reserves at any time during the negotiations process to:
- a. Schedule additional negotiation sessions with any or all responsive Proposers;
  - b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
  - c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
  - d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
  - e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
  - f. Decline to conduct further negotiations with any Proposer;
  - g. Reopen negotiations with any Proposer;
  - h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

- 6.2 **“Sample” or Base Contract for Negotiations:** The enclosed “sample” contract (Attachment C) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 **Final Selection and Notice of Award Recommendation:**

- 6.3.1 The College will recommend for award of the contract, the responsive proposer(s) as determined by the Negotiations Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award;
  - b. Re-advertise/re-solicit for proposals;
  - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.
- 6.3.3 The College reserves the right to:
- a. Select one or more proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers;
  - b. Divide the work among proposers by type of service or geographic area, or both; and

**REQUEST FOR PROPOSALS (RFP) 2019-002-JH**

**SECTION 6 - CONTRACT NEGOTIATIONS**

- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

**6.4 Reserved Rights After Notice of Award Recommendation:**

- 6.4.1 **Negotiations After Award Recommendation:** The College reserves the right to schedule additional negotiation sessions with proposers identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those proposers. This may include but not be limited to site surveys to finalize the College's requirements.
- 6.4.2 **Other Reserved Rights:** The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other proposers recommended in Section 5.2, Phase 2, Interviews and Presentations, at any time prior to execution of a contract.
- 6.4.3 The College's Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended proposer(s).

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**REQUEST FOR PROPOSALS (RFP) 2020-002-JH****SECTION 7 - 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.
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:** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for two (2) additional one (1) year periods or renewed on a yearly basis after this if the grants are extended beyond the year 2022. This contract may be extended for 180 days beyond the expiration date of the final renewal period.
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. 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 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 a) 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 awardee 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 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 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, awardee 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 awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** 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 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 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 awardee 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 seller 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 seller and return the product to seller, at seller's expense.



## REQUEST FOR PROPOSALS (RFP) 2020-002-JH

### SECTION 7 - GENERAL CONDITIONS

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee 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](http://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 awardee 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 awardee. The awardee 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 awardee 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 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** 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 awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
  - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
  - b. 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 thru 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.
31. **LEGAL REQUIREMENTS:** 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, 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 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 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 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 College or an immediate family member of an employee of College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any



## REQUEST FOR PROPOSALS (RFP) 2020-002-JH

### SECTION 7 - GENERAL CONDITIONS

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 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:

- a. Any agreement resulting from the award of this solicitation; then
- b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
- c. this solicitation; then
- d. respondent's proposal.

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

37. **OSHA:** The respondent warrants that the product supplied to 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:** 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 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation 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 year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** 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 College: 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 College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
  - b. By Awardee: Awardee agrees to indemnify, hold harmless and defend 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 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 Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, 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:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of 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:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. 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.

**REQUEST FOR PROPOSALS (RFP) 2020-002-JH****SECTION 7 - GENERAL CONDITIONS**

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 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 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 BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC 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:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with 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 Firm 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. 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. 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, Contractor agrees to return payment to the College within 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. 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 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 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, 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

## REQUEST FOR PROPOSALS (RFP) 2020-002-JH

### SECTION 7 - GENERAL CONDITIONS

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.

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 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this 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 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 College, Procurement Services Department, 6400 N.W. 6<sup>th</sup> 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 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 web site. 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 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 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 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 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 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 College, Procurement Services Department, 6400 N.W. 6<sup>th</sup> 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 Firm 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 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 b law; (c) ensure that public records that are exempt or confidential and exempt 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 5 percent 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

**REQUEST FOR PROPOSALS (RFP) 2020-002-JH**  
**SECTION 7 - GENERAL CONDITIONS**

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 5 percent.

(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.

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**Broward College**  
**STATEMENT OF “NO” RESPONSE**

**RFP-2020-059-JH**  
**ATTACHMENT A**

If your company will not be submitting a response to this Request for Proposals, please complete this Statement of “No” Response Sheet and return, prior to the RFP Due Date established within, to:

**Broward College**  
Procurement Services  
Department 6400 NW 6<sup>th</sup>  
Way, 2<sup>nd</sup> Floor  
Fort Lauderdale, Florida 33309

This information will help **Broward College** in the preparation of future Bids/RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

Comments: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Broward College**  
**SAMPLE STANDARD COLLEGE CONTRACT "SERVICES"**

**RFP-2020-059-JH**  
**ATTACHMENT B**

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(See separate Adobe PDF document on [demandstar.com](https://demandstar.com))



## Broward College | RFP-2020-059-JH SCOPE OF WORK | ATTACHMENT C

### Scope of Work

#### Summary

The Broward College Upward Bound programs are funded by the United States Department of Education to serve at least 60 participants per year at Deerfield Beach, McArthur, and South Broward high schools from 2017-2022. The grants are renewable on an annual basis based on performance.

This request for proposal is to provide at least two college tours annually from 2019-2022 to Upward Bound participants and chaperones for Deerfield Beach, McArthur, and South Broward high schools and students from the Broward College TRIO Educational Opportunity Center.

During the 2019-2020 academic year the total amount should not to exceed \$72,000. One tour will take place during the Broward County Public Schools spring break from March 23-March 27, 2020, for at least 45 to 48 students and 8 chaperones. The second tour will take place August 3-7, 2020 to New Orleans, Louisiana for at least 59 students and 8 chaperones. The College will have up to at least a month prior to the scheduled date of the trips to adjust and/ or make changes.

Each tour must include air-conditioned transportation to depart from Broward College Central Campus no earlier than 8am and transportation to return to Broward College Central Campus by 10pm. The staff must select restaurants and outings from a list of available options and finalize the itinerary prior to departure. Meals should include options for those with dietary restrictions including vegan, vegetarian, and other healthy options. Any deviations from the agreed upon itinerary must be approved by the TRIO director and be limited to emergencies or unforeseeable circumstances only. Each trip must include at least one complimentary chaperone for every eight paid students. At least one on campus student life experience must be included as a part of the college tours such as exposure to Greek life, visiting a dormitory, a team building activity for students hosted by at least one institution, or experiencing a live class. Hotels must be at least 3.5 stars.

### 2020 College Tours

#### 2020 Spring Break College Tour- Florida

The first college tour will be held from March 23, 2020 to March 27, 2020. The tour will include: **Bethune-Cookman University, Florida A & M University, Florida State University, University of Central Florida, & University of Florida.** and two additional educational activities. The spring break tour will benefit approximately 45 to 48 Broward County Public Schools students who are Broward College Upward Bound participants at Deerfield Beach, McArthur, and South Broward high schools. The total cost should be all inclusive for students and chaperones (at least one chaperone for every eight students) and include transportation, lodging in a hotel, all meals, a security officer each night and full-time tour manager.

#### **Tour Program Inclusions**

- ☐ 4-Day(s) /3-Night(s) Planned Tour Program
- ☐ Round-Trip Charter Bus Transportation Service (Approved Vendor)
- ☐ 3 Night(s) Hotel Accommodations for Student Participants (5-6 same gender students per suite) and for Adult Chaperones (SINGLE Accommodation Suites)
- ☐ Meals Included : All meals included lunch & dinner options will be submitted for approval prior to departure
- ☐ Tour Highlights: Walking tours of the following college campuses: Bethune-Cookman University, Florida A & M University, Florida State University, University of Central Florida, &University of Florida
- ☐ 8 complementary chaperones based on approximately 45-48 paying students
- ☐ Educational & Cultural Activities: 2 Educational venues to be determined prior to departure. At least four options must be provided and two selected by the Upward Bound program staff.
- ☐ Security officer from 10pm until 6am each night. Full-Time Tour Director
- ☐ All Tolls, All Taxes, & Bus Driver's Accommodations on overnight tours

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**2020 End of Summer College Tour- New Orleans**

The second college tour scheduled tentatively from August 3-7, 2020. The tour will include: walking tours of the following college campuses: Dillard, Xavier, University of New Orleans, and Tulane. The total cost should be all inclusive for students and chaperones (at least one chaperone for every eight students) and include transportation, lodging in a hotel, all meals, a security officer each night and full-time tour manager.

**Tour Program Inclusions**

- ☐ 5-Day(s) /4-Night(s ) Planned Tour Program
- ☐ Ground transportation including an air-conditioned charter bus transportation service (Approved Vendor); a 15-passenger van, and at least one driver for the van.
- ☐ 4 Night(s) Hotel Accommodations for Student Participants (5-6 same gender students per suite); for Adult Chaperones (SINGLE Accommodation Suites) and tour manager
- ☐ At least 59 students and 8 complementary chaperones
- ☐ All Meals Included- 5 Breakfast, 5 Lunch & 5 Dinner Options will be submitted for approval prior to departure
- ☐ Tour Highlights:  
Walking Tours of at least 4 colleges including: Dillard, Xavier, University of New Orleans, and Tulane. Additional Tour Highlights including: French Quarter, Tour of New Orleans, St Louis Cemetery, Swamp tour, Cafe Du Monde, Shops of the Colonnade, Mardi Grad World, Canal Street and Lafayette Square.
- ☐ Security officer from 10pm until 6am each night
- ☐ Full-Time Tour Director, ☐ All Tolls, All Taxes, & Bus Drivers' Accommodation

**2021-2022 College Tours****2021 & 2022 Spring Break College Tours- Florida**

The Florida college tours will be held during spring of 2021 and 2022, likely Broward County Public Schools spring break. The tours should include visits to a minimum of 5 of the following institutions (to be determined by the College): **Bethune Cookman University, Edward Waters College, Florida A&M University, Florida Gulf Coast, Florida State University, Jacksonville University, University of Central Florida, University of Florida, and University of South Florida.**

Please include two additional educational or cultural activities. The spring break tour will benefit approximately 45 Broward County Public Schools students who are Broward College Upward Bound participants at Deerfield Beach, McArthur, and South Broward high schools and participants of the Educational Opportunity Center. The total cost should be all inclusive for students and chaperones (at least one complimentary chaperone for every eight students) and include transportation, lodging in a hotel, all meals, a security officer each night and full-time tour manager.

**Tour Program Inclusions**

- ☐ 4-Day(s) /3-Night(s ) Planned Tour Program
- ☐ Round-Trip Charter Bus Transportation Service (Approved Vendor)
- ☐ 3 Night(s) Hotel Accommodations for Student Participants (5-6 same gender students per suite) and for Adult Chaperones (SINGLE Accommodation Suites)
- ☐ Meals Included : All meals included lunch & dinner options will be submitted for approval prior to departure
- ☐ Tour Highlights: Walking tours of at least 5 of the college campuses listed above
- ☐ 8 complimentary chaperones based on approximately 45-48 paying students; 1 complimentary chaperone for every 8 students
- ☐ Educational & Cultural Activities: 2 Educational venues to be determined prior to departure. At least four options must be provided and two selected by the Upward Bound program staff.
- ☐ Security officer from 10pm until 6am each night. Full-Time Tour Director
- ☐ All Tolls, All Taxes, & Bus Driver's Accommodations on overnight tours

**2021-2022 End of Summer College Tours**

The second college tours will tentatively be held during late July and/or early August of 2021 and 2022. The tour will include walking tours of at least 4 college campuses from the options listed for each city and at least 2 cultural activities from those listed to be decided by the director prior to departure. The total cost should be all inclusive for students and chaperones (at least one complimentary chaperone for every eight students) and include transportation, lodging in a hotel, all meals, a security officer

each night and full-time tour manager. Hotels must be at least 3.5 stars. The College will have up to at least three months prior to confirm the location selected and one month prior to departure to change/adjust the scheduled date of the trips.

<b>Location</b>	<b>College &amp; Universities</b>	<b>Cultural Activities</b>
<b>Washington, DC</b>  <b># of students/Mode of Transportation</b> <ul style="list-style-type: none"> <li>60 students</li> <li>Coach bus</li> <li>15 Pass. Van</li> </ul>	<ul style="list-style-type: none"> <li>John Hopkins University</li> <li>William &amp; Mary University</li> <li>Howard University</li> <li>Georgetown University</li> <li>American University</li> <li>George Washington University</li> </ul>	<ul style="list-style-type: none"> <li>African American Smithsonian</li> <li>Capitol Bldg</li> <li>Union Station</li> <li>MLK Memorial</li> <li>Jefferson Memorial</li> <li>Lincoln Memorial</li> <li>WWII Memorial</li> <li>Vietnam Memorial</li> <li>Pentagon City Mall</li> <li>Air &amp; Space Smithsonian</li> <li>White House group picture</li> </ul>
<b>Alabama</b>  <b># of students/Mode of Transportation</b> <ul style="list-style-type: none"> <li>60 students</li> <li>Coach Bus</li> <li>15 Passenger Van</li> </ul>	<u><b>Montgomery</b></u> <ul style="list-style-type: none"> <li>Alabama State</li> <li>Tuskegee University</li> </ul> <u><b>Auburn</b></u> <ul style="list-style-type: none"> <li>Auburn University</li> </ul> <u><b>Talladega</b></u> <ul style="list-style-type: none"> <li>Talladega College</li> </ul> <u><b>Birmingham</b></u> <ul style="list-style-type: none"> <li>Samford University</li> <li>Birmingham-Southern College</li> </ul> <u><b>Mobile</b></u> <ul style="list-style-type: none"> <li>University of Southern Alabama</li> </ul> <u><b>Troy</b></u> <ul style="list-style-type: none"> <li>Troy University</li> </ul> <u><b>Normal</b></u> <ul style="list-style-type: none"> <li>Alabama A&amp;M University</li> </ul>	<u><b>Montgomery</b></u> <ul style="list-style-type: none"> <li>Civil Rights Memorial</li> <li>Freedom Rides Museum</li> <li>Montgomery Zoo &amp; Mann Wildlife Learning Museum</li> <li>National Memorial for Peace and Justice (Lynching Museum)</li> <li>Rosa Parks Library and Museum</li> <li>Harriot 2 Riverboat</li> </ul> <u><b>Selma</b></u> <ul style="list-style-type: none"> <li>Edmund Pettus Bridge</li> </ul> <u><b>Mobile</b></u> <ul style="list-style-type: none"> <li>USS Alabama Battleship Memorial Park</li> </ul>
<b>Tennessee</b>  <b># of students/Mode of Transportation</b> <ul style="list-style-type: none"> <li>60 students</li> <li>Coach Bus</li> <li>15 Passenger Van</li> </ul>	<u><b>Nashville</b></u> <ul style="list-style-type: none"> <li>Fisk</li> <li>Tennessee State</li> <li>Vanderbilt</li> </ul> <u><b>Knoxville</b></u> <ul style="list-style-type: none"> <li>University of Tennessee</li> </ul>	<u><b>Nashville</b></u> <ul style="list-style-type: none"> <li>Grand Ole Opry</li> <li>National Museum of African American Music</li> <li>RCA Studios</li> <li>Tennessee Titans Stadium Tour</li> </ul> <u><b>Memphis</b></u> <ul style="list-style-type: none"> <li>National Civil Rights Museum</li> </ul>
<b>Texas</b>  <b># of students/Mode of Transportation</b> <ul style="list-style-type: none"> <li>60 students</li> <li>Coach Bus</li> <li>15 Passenger Van</li> </ul>	<u><b>Houston, Tx</b></u> <ul style="list-style-type: none"> <li>Rice University</li> <li>University of Houston</li> <li>Texas Southern University</li> </ul> <u><b>Prairie View, Texas</b></u> <ul style="list-style-type: none"> <li>Prairie View A&amp;M University</li> </ul>	<u><b>Houston, TX</b></u> <ul style="list-style-type: none"> <li>Buffalo Soldiers National Museum</li> <li>Galleria Mall</li> <li>Space Center Houston General</li> <li>Market Square Park/Hermann Park</li> <li>Houston Museum of Natural Sciences</li> <li>Virtual Reality Adventure Park (XD Ride)</li> <li>Holocaust Museum</li> <li>Turkey Leg Hut</li> </ul>
<b>North Carolina</b>	<u><b>Chapel Hill</b></u> <ul style="list-style-type: none"> <li>University of NC at Chapel Hill</li> </ul>	<u><b>Charlotte</b></u> <ul style="list-style-type: none"> <li>Carolinas Aviation Museum</li> </ul>

<p><b># of students/Mode of Transportation</b></p> <ul style="list-style-type: none"> <li>• 60 students</li> <li>• Coach Bus</li> <li>• 15 Passenger Van</li> </ul>	<p><u>Durham</u> Duke NC State University NC Central University</p> <p><u>Greensboro</u> North Carolina A &amp; T State University</p> <p><u>Winston Salem</u> Wake Forest</p>	<p><u>Durham</u> Stagville State Historic Site</p> <p><u>Greensboro</u> Civil Rights Center &amp; Museum</p> <p><u>Raleigh</u> North Carolina Museum of Art</p> <p>North Carolina Museum of Natural Sciences International</p> <p><u>Wilmington</u> Battleship North Carolina</p> <p>Oconaluftee Indian Village, Cherokee</p>
<p><b>Ohio</b></p> <p><b># of students/Mode of Transportation</b></p> <ul style="list-style-type: none"> <li>• 60 students</li> <li>• Coach Bus</li> <li>• 15 Passenger Van</li> </ul>	<p><u>Columbus</u></p> <ul style="list-style-type: none"> <li>• The Ohio State University</li> </ul> <p><u>Wooster</u></p> <ul style="list-style-type: none"> <li>• The College of Wooster</li> </ul> <p><u>Oxford</u></p> <ul style="list-style-type: none"> <li>• Miami University of Ohio</li> </ul> <p><u>Kent</u></p> <ul style="list-style-type: none"> <li>• Kent State University</li> </ul> <p><u>Wilberforce</u></p> <ul style="list-style-type: none"> <li>• Wilberforce University</li> <li>• Central State University</li> </ul> <p><u>Oberlin</u></p> <ul style="list-style-type: none"> <li>• Oberlin College</li> </ul> <p><u>Cincinnati</u></p> <ul style="list-style-type: none"> <li>• University of Cincinnati</li> <li>• Xavier University</li> </ul>	<p><u>Columbus</u></p> <ul style="list-style-type: none"> <li>• <u>COSI</u> – A top-rated science center with more than 300 interactive exhibits in downtown Columbus. Don't miss the American Museum of Natural History Dinosaur Gallery.</li> <li>• <u>LEGOLAND Discovery Center</u> - A 36,000-sq.-ft. LEGOLAND Discovery Center is now open at Easton. Billed as the ultimate indoor LEGO playground, the site includes two rides, 10 LEGO build and play zones, a 4D cinema and more.</li> </ul> <p><u>Oxford</u></p> <ul style="list-style-type: none"> <li>• <u>Goggin Ice Center</u>- The Miami University Goggin Ice Center is an auxiliary facility dedicated to meeting the diverse recreational needs of its patrons. The primary goal of the Goggin is to provide an environment that promotes and enhances wellness in the lives of Miami students, members and guests.</li> </ul> <p><u>Kent</u></p> <ul style="list-style-type: none"> <li>• <u>May 4<sup>th</sup> Visitor Center</u>-Multi-media exhibits telling the story of the Kent State shootings, set in the context of the 1960s.</li> </ul> <p><u>Wilberforce</u></p> <ul style="list-style-type: none"> <li>• <u>National Afro-American Museum and Cultural Center</u>- the National Afro-American Museum and Cultural Center is a museum located in Wilberforce, Ohio, whose mission is to chronicle through its collections and programs the rich and varied experiences of African Americans from their African origins to the present.</li> <li>• </li> </ul> <p><u>Oberlin</u></p> <ul style="list-style-type: none"> <li>• <u>Allen Memorial Art Museum</u>- Founded in 1917, the Allen Memorial Art Museum (AMAM) is recognized today as one of the five best college and university art museums in the United States.</li> </ul>

		<p><b><u>Cincinnati</u></b></p> <ul style="list-style-type: none"> <li>• <u>The National Underground Railroad Freedom Center</u>- a museum in downtown Cincinnati, Ohio based on the history of the Underground Railroad. Opened in 2004, the Center also pays tribute to all efforts to "abolish human enslavement and secure freedom for all people."</li> <li>• <u>Krohn Conservatory</u>- more than 3,500 plant species from around the world. The conservatory changes throughout the year with special exhibits and programs, including the ever-popular Butterfly Show where thousands of butterflies are free to fly throughout the Krohn Conservatory showroom in a specially-themed garden. Permanent exhibits include the rainforest waterfall and exotic plants in the Palm, Tropical, Desert and Orchid houses as well.</li> </ul>
<p><b>New Orleans, LA</b></p> <p><b># of students/Mode of Transportation</b>  60 students  Charter  bus/Van  4 nights hotel stay  5 breakfasts  5 lunches  5 dinners</p>	<p>Dillard  Tulane  University of NOLA  Xavier</p>	<p>Tour of New Orleans  St Louis Cemetery  Swamp tour  Cafe Du Monde  Shops of the Colonnade  Mardi Gras World  Canal Street  Lafayette Square</p>
<p><b>Atlanta, GA</b></p> <p><b># of students/Mode of Transportation</b>  60 students  Charter  bus/Van  4 nights hotel stay  5 breakfasts  5 lunches  5 dinners</p>	<p>Spelman College  Morehouse College  Clark Atlanta University  SCAD  Georgia Tech  Georgia State University</p>	<p>World of Coca-Cola  CNN  Georgia Aquarium  MLK National Historical Park  Zoo Atlanta  Centennial Olympic Park</p>

**Prices should be quoted also per Tour (all inclusive) with an additional eight (8) students and one (1) chaperone in Attachment G – Cost Proposal.**

**NOTE:** After the award of a contract or contracts for this RFP, and, for College Tours not listed above, The College shall ask the awarded vendor (s) for quotes. The College then will analyze and determine if it is in the best interest of the College to continue the approval process in order to issue the respective purchase order.

# Broward College

## DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087)

## RFP-2020-059-JH ATTACHMENT D

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

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

This sworn statement is submitted to The COLLEGE,

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
(Signature)

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

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification) \_\_\_\_\_

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



<b>Boward College</b> <b>NON-DISCLOSURE AGREEMENT</b>	<b>RFP-2020-059-JH</b> <b>ATTACHMENT E</b>
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This Agreement is by and between \_\_\_\_\_ (Vendor), a corporation with offices at \_\_\_\_\_, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

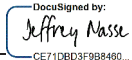
9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor: The Board of Trustees of Broward College

By:  \_\_\_\_\_  
CE71DBD3F9B8460...

Printed Name: Jeffrey Nasse

Title: Vice Provost, Academic Affairs

Date: 6/1/2021

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Broward College NON-COLLUSION AFFIDAVIT</b>	<b>RFP-2020-059-JH ATTACHMENT F</b>
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State of \_\_\_\_\_)

County of \_\_\_\_\_) ss.

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/she is the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent)

of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid 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 Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

*(Affidavit continued on next page)*

**Non-Collusion Affidavit, continued**

Signed, sealed and delivered in the presence of:

\_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned

Notary Public of the State of Florida, personally appeared \_\_\_\_\_  
(Name(s) of individuals(s))

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand

and official seal \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE: \_\_\_\_\_

(Name of Notary Public: Print, Stamp  
or Type as Commissioned.)

- ☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

- ☐ DID take an oath, or  
☐ DID NOT take an oath.

OPTIONAL INFORMATION: \_\_\_\_\_

Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Number of Signatures Notarized: \_\_\_\_\_

**Broward College**  
**COST PROPOSAL FORM**

**RFP-2020-059-JH**  
**ATTACHMENT G**

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(See separate EXCEL document on demandstar.com)

**NOTE: Additional/Value added (SECTION 2 of the Cost Proposal Form) services will NOT be considered for evaluation purposes, only as an informational piece.**

Broward College

VENDOR CONFLICT OF INTEREST FORM

RFP-2020-059-JH  
ATTACHMENT H

**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 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 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)

NO ☐    YES ☐

If Yes, please write names and titles below:

Name: _____	Title: _____
Name: _____	Title: _____
Name: _____	Title: _____

Please Explain below:

BIDDER'S FIRM NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



<b>Broward College</b> <b>PUBLIC ENTITY CRIMES STATEMENT</b>	<b>RFP-2020-059-JH</b> <b>ATTACHMENT I</b>
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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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A “public entity crime” means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation. See: Section 287.133(1) (g), Florida Statutes.

“Convicted” means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non- jury trial, or entry of a plea of guilty or nolo contendere. See: Section 287.133(1) (c), Florida Statutes.

An “affiliate” means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

**The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:**

\_\_\_\_\_  
State Name of **Convicted** Applicant or Affiliate or N/A Here

**Name of Firm:** \_\_\_\_\_

**Address of Firm:** \_\_\_\_\_

**Authorized Signature for the Firm:** \_\_\_\_\_

**Title of Person Signing for the Firm:** \_\_\_\_\_

**Signature of witness:** \_\_\_\_\_

**Witness Relationship to the Firm:** \_\_\_\_\_

<b>Broward College</b> <b>FEDERALLY FUNDED ATTESTATION FORM</b>		<b>RFP-2020-059-JH</b> <b>ATTACHMENT J</b>
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**Special Condition 15.08 FEDERALLY FUNDED ATTESTATION – (NON-CONSTRUCTION PROGRAMS)**

**Note:** Certain of these assurances may not be applicable to sale of your products or services. If you have questions, please contact the Broward College Purchasing Department. Further, certain Federal awarding agencies may require Broward College certify additional assurances. If such is the case, you will be notified. Our company understands this purchase has federal funding and by signing this attestation we agree to:

1. Give the Federal Government the Comptroller General of the United States through their authorized representative access the right to examine all records, books, papers or documents related to this purchase, as well as establish a proper accounting system in accordance with generally accepted accounting standards and to retain all records a minimum of five years.
2. Establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. Initiate and complete the scope of work within the applicable time frame after receipt of an approved Broward College purchase order.
4. Comply with the Intergovernmental Personnel Act of 1970 (42 U.S. C. 4728-4763 relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
5. Comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88.352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 – 1683, and 1685 – 1686), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91.616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
6. Comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91.646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
7. Comply with the provision of the Hatch Act (U.S.C. 1501 – 1508 and 7324 – 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Comply as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a 7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Standards Act (40.327 – 333), regarding labor standards for federally assisted construction sub-agreements

8. Comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969(P.L.91.190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) (f) conformity of Federal actions to State (Clear Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93.523; and (h) protection of endangered species under the Endangered Species Act of 1973, as amended. (P.L 93.205).
9. Comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
10. Assist the US Federal Government (as requested) in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a.1 et seq.).
11. Comply, as applicable, with P.L. 93.348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
12. Comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L) 89.544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
13. Comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this purchase.
14. Strongly strive to provide subcontracting opportunities to small businesses owned and controlled by socially and economically disadvantaged individuals (WBE/MBE) in accord with Executive Order 12928.
15. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Federal regulations (41 CFR Chapter 60).
16. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).
17. Compliance with mandatory standards and policies (as applicable) relating to energy efficiency which is contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94 – 163, 89 Stat. 871).
18. Compliance with the federal agency requirements and regulations (as applicable) pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, as well as awarding agency requirements and regulations pertaining to copy-rights and rights in data.
  - A. Supplier agrees to provide access to the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents papers, and records or documents of the supplier which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
  - B. Supplier agrees to retain all records relative to this procurement for five full years after College makes final payment and all other pending matters are closed.

19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker<sup>12549</sup> is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
20. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
22. See § 200.322 Procurement of recovered materials.

Our company \_\_\_\_\_ attests that it is in full compliance with all the cited United States federal contractual requirement attestations.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signer’s Title

\_\_\_\_\_  
Date

**Please submit this signed form with your Solicitation Submission**



EXHIBIT "C"  
TO CONTRACT FOR SERVICES

**SPECIAL PROVISIONS**

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the Contract for Services agreement. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

BC APPROVED

By:  \_\_\_\_\_ Date: 6/1/2021

VENDOR APPROVED

By: Michael L. White Date: 4/12/2021





## CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of July 01, 2021 between the District Board of Trustees of Broward College, Florida ("College") and Dream Big Youth Travel, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until one (1) years plus any renewals ("Contract").

### **1. 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 Joevania Alexandre, jalexan2@broward.edu. 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.

### **2. 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.

### **3. 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 based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. 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.

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**4. 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 shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

**5. TERMINATION FOR CONVENIENCE.**

The College may terminate this Contract with or without cause at any time for convenience upon 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.

**6. 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.

**7. 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.

**8. PUBLIC ENTITY CRIMES/SDN LIST.**

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

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**9. 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

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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 4.

**10. 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 or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. 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.

**11. 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.

**12. 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.

**13. 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, 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.

**14. AMENDMENTS.**

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

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**15. 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.

**16. COMPLIANCE.**

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

**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.

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**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 \$see Exhibit C in general liability insurance, \$see Exhibit C in automobile liability insurance, \$see Exhibit C in professional liability insurance, and all Florida statutorily required workers' compensation insurance. 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.**

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. 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.**

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

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**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. IMMIGRATION.**

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

**28. 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.

**29. BACKGROUND CHECKS.**

**This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security.** 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 the above provision titled "IMMIGRATION." 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

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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."**

### **30. MARKETING.**

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

### **31. EMPLOYMENT BENEFITS.**

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

### **32. 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.

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**33. ADDITIONAL TERMS AND CONDITIONS.**

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

DS  
JN

College

MR. W / DAW  
Vendor

**FOR VENDOR USE ONLY**

Vendor Name (type)

Dream Big Youth Travel, Inc. Tax ID No. 47-4781509

Authorized

Representative

Michael L. White / Title C.E.O./C.O.O.  
Doretha H. White

Address

3030 Stone Road Telephone 770-652-3328  
East Point GA 30344 678-859-1604

Signature of Vendor

Doretha H. White  
Michael L. White Date 4/15/2021

Attested By Name (type)

Dexter B. Mitchell Title \_\_\_\_\_

Signature of Attester

[Signature] Date Signed 4/15/2021





**FOR COLLEGE USE ONLY**

Contract Originator Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

AVP/Dean Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Campus President/VP Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Senior Vice President Jeffrey Nasse Title Vice Provost, Academic Affairs

Signature  Date 6/1/2021  
CE71DBD3F9B8460...**IF REQUIRED**

College President Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Approved as to Form and Legality*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Board Chairperson Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## CONTRACT FOR SERVICES EXHIBIT A STATEMENT OF WORK

**PURPOSE :** The Broward College Upward Bound programs are funded by the United States Department of Education to serve at least 60 participants per year at Deerfield Beach, McArthur, and South Broward high schools from 2017-2022. The grants are renewable on an annual basis based on performance. The purpose of this Contract is for the Vendor to provide the College tours to **Broward College TRIO College**, such as Upward Bound participants and chaperones for Deerfield Beach, McArthur, and South Broward high schools and students from the Broward College TRIO Educational Opportunity Center and Student Support Services.

**CONTRACT TERM:** The contract commences on the date of the last executed signature and continuing for a period of one (1) years.

**Contract Renewal(s):** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one (1) year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract.

**PRICE ADJUSTMENT (S):** The contract prices are for the first contract year and shall be firm and not subject to adjustment. The prices for the remaining contract term are subject to change once a year and shall not exceed a five percent (5%) increase each year and then shall be applicable to the next contract year. The vendor shall provide a detailed written price adjustment proposal with rationale for their requested adjustment 60 days prior to the termination of the contract date for good negotiation and mutual agreement of the parties.

**ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED:** Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College. (A replacement chiller for one of the chillers/locations currently identified in Exhibit A is expected in the near future. If the replacement chiller is of the same type as may be currently identified in Exhibit A for one of the listed locations, a Purchase Order Change Order will be processed to identify the replacement chiller price if the chiller type is the same as any of the currently priced chillers.) During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

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## SCOPE OF SERVICES

### Summary

The Broward College Upward Bound programs are funded by the United States Department of Education to serve at least 60 participants per year at Deerfield Beach, McArthur, and South Broward high schools from 2017-2022. The grants are renewable on an annual basis based on performance. The agreement will be renewable on an annual basis for approximately two college tours each year, one in the spring and the other during the summer

This Scope of Services is to provide generally two college tours annually from 2021-2023 to **Broward College TRIO such as Upward** Bound participants and chaperones for Deerfield Beach, McArthur, and South Broward high schools and students from the Broward College TRIO Educational Opportunity Center and Student Support Services. One tour will generally be scheduled during Broward County Public School's spring break and the other during late July or early August. The grant shall have the opportunity to adjust the date of the trip(s) at least a month prior to the scheduled departure. Depending on the state of public health at the time of the scheduled tour, virtual tour options may be considered as an alternative. Broward College may modify the scope of services based upon the needs and in the best interest of the College. No guarantee is given or implied as to the dollar value or work as a result of this agreement.

Each academic year the total budget for at least two trips should not to exceed \$72,000 unless informed of amendments. The first tour will tentatively take place in the Summer of 2021, depending upon approval by Broward College and Broward County Public Schools for approximately 59 students and 8 chaperones. The tours will be contingent upon Center for Disease Control guidelines and the United States Department of Education, Broward College, and Broward County Public Schools health and safety measures.

Each tour must include air-conditioned transportation to depart from Broward College Central Campus no earlier than 8am and transportation to return to Broward College Central Campus by 10pm. The staff must select restaurants and outings from a list of available options and finalize the itinerary prior to departure. Meals should include options for those with dietary restrictions including vegan, vegetarian, and other healthy options. Any deviations from the agreed upon itinerary must be approved by the TRIO director and be limited to emergencies or unforeseeable circumstances only. Each trip must include at least one complimentary chaperone for every eight paid students. At least one on campus student life experience must be included as a part of the college tours such as exposure to Greek life, visiting a dormitory, a team building activity for students hosted by at least one institution, or experiencing a live class. Hotels must be at least 3.5 stars. Custom virtual tours can be substituted for in-person tours upon request of the College. See the Sample Virtual College Tour itinerary on page 7. Additionally, the number of students participating in the tours is an estimate and the pricing would change proportionally based on the original proposal pricing model/assumptions and the number of students that attend.

### **2021-2022 College Tours**

#### **2021 & 2022 Florida College Tour**

The Florida college tours will be held during summer of 2021 and spring 2022. The tours should include visits to a minimum of 5 of the following institutions (to be determined by the College): **Bethune Cookman University, Edward Waters College, Florida A&M University, Florida Gulf**

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**Coast, Florida State University, Jacksonville University, University of Central Florida, University of Florida, and University of South Florida.**

Include two additional educational or cultural activities. The spring break tours will benefit approximately 45 Broward County Public Schools students who are Broward College TRIO participants such as, Upward Bound participants at Deerfield Beach, McArthur, and South Broward high schools and participants of the Educational Opportunity Center and Student Support Services. The total cost should be all inclusive for students and chaperones (at least one chaperone for every eight students) and include transportation, lodging in a hotel, all meals, at least two educational or cultural activities, a security officer each night and full-time tour manager.

The tour may be repeated during another time of the grant year for participants who are upperclassmen.

**Tour Program Inclusions**

- ☐ 4-Day(s) /3-Night(s) Planned Tour Program
- ☐ Round-Trip Charter Bus Transportation Service (Approved Vendor) Additional buses may be required to adhere to social distancing guidelines
- ☐ 3 Night(s) Hotel Accommodations for Student Participants (at most 3 same gender students per suite- each student must have their own bed) and for Adult Chaperones (SINGLE Accommodation Suites) Additional rooms, up to single accommodation suites for each student may be required depending on social distancing guidelines.
- ☐ Meals Included : All meals included lunch & dinner options including options for meal restrictions will be submitted for approval prior to departure.
- ☐ Tour Highlights: Walking tours of at least 5 of the college campuses listed above
- ☐ 8 complimentary chaperones based on approximately 45-48 paying students; 1 complimentary chaperone for every 8 students
- ☐ Educational & Cultural Activities: 2 Educational venues to be determined prior to departure. At least four options must be provided and two selected by the Upward Bound program staff.
- ☐ Security officer from 10pm until 6am each night. Full-Time Tour Director
- ☐ All Tolls, All Taxes, & Bus Driver's Accommodations on overnight tours

**2021-2022 End of Summer College Tours**

The summer college tours will tentatively be held during late July and/or early August of 2021 and 2022. The tour will include walking tours of at least 4 college campuses from the options listed for each city and at least 2 cultural activities from those listed to be decided by the director prior to departure. The total cost should be all inclusive for students and chaperones (at least one chaperone for every eight students) and include transportation, lodging in a hotel, all meals, a security officer each night and full-time tour manager. The grant will have at least three months prior to departure to confirm the location of choice and one month prior to departure to change/adjust the scheduled date of the trips. The additional safeguards mentioned above would be applicable depending on the current health atmosphere at the time of the trips. Estimated locations and headcounts.

Location	College & Universities	Cultural Activities
<b>Washington, DC</b>  <b># of students/Mode of Transportation</b> <ul style="list-style-type: none"> <li>• 60 students</li> <li>• Coach bus</li> </ul>	<ul style="list-style-type: none"> <li>• John Hopkins University</li> <li>• William &amp; Mary University</li> <li>• Howard University</li> <li>• Georgetown University</li> <li>• American</li> </ul>	<ul style="list-style-type: none"> <li>• African American Smithsonian</li> <li>• Capitol Bldg</li> <li>• Union Station</li> <li>• MLK Memorial</li> <li>• Jefferson Memorial</li> <li>• Lincoln Memorial</li> <li>• WWII Memorial</li> </ul>

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<ul style="list-style-type: none"> <li>15 Pass. Van</li> </ul>	<ul style="list-style-type: none"> <li>University</li> <li>George Washington University</li> </ul>	<ul style="list-style-type: none"> <li>Vietnam Memorial</li> <li>Pentagon City Mall</li> <li>Air &amp; Space Smithsonian</li> <li>White House group picture</li> </ul>
<b>Alabama</b>  <b># of students/Mode of Transportation</b> <ul style="list-style-type: none"> <li>60 students</li> <li>Coach Bus</li> </ul> 15 Passenger Van	<u>Montgomery</u> <ul style="list-style-type: none"> <li>Alabama State</li> <li>Tuskegee University</li> </ul> <u>Auburn</u> <ul style="list-style-type: none"> <li>Auburn University</li> </ul> <u>Talladega</u> <ul style="list-style-type: none"> <li>Talladega College</li> </ul> <u>Birmingham</u> <ul style="list-style-type: none"> <li>Samford University</li> <li>Birmingham-Southern College</li> </ul> <u>Mobile</u> <ul style="list-style-type: none"> <li>University of Southern Alabama</li> </ul> <u>Troy</u> <ul style="list-style-type: none"> <li>Troy University</li> </ul> <u>Normal</u> <ul style="list-style-type: none"> <li>Alabama A&amp;M University</li> </ul>	<u>Montgomery</u> <ul style="list-style-type: none"> <li>Civil Rights Memorial</li> <li>Freedom Rides Museum</li> <li>Montgomery Zoo &amp; Mann Wildlife Learning Museum</li> <li>National Memorial for Peace and Justice (Lynching Museum)</li> <li>Rosa Parks Library and Museum</li> <li>Harriot 2 Riverboat</li> </ul> <u>Selma</u> <ul style="list-style-type: none"> <li>Edmund Pettus Bridge</li> </ul> <u>Mobile</u> <ul style="list-style-type: none"> <li>USS Alabama Battleship Memorial Park</li> </ul>
<b>Tennessee</b>  <b># of students/Mode of Transportation</b> 60 students Coach Bus	<u>Nashville</u> Fisk Tennessee State Vanderbilt  <u>Knoxville</u> University of Tennessee	<u>Nashville</u> <ul style="list-style-type: none"> <li>Grand Ole Opry</li> <li>National Museum of African American Music</li> <li>RCA Studios</li> <li>Tennessee Titans Stadium Tour</li> </ul> <u>Memphis</u> National Civil Rights Museum
<b>Texas</b>  <b># of students/Mode of Transportation</b> 60+	<u>Houston, Tx</u> Rice University University of Houston Texas Southern University  <u>Prairie View, Texas</u> Prairie View A&M University	<u>Houston, TX</u> Buffalo Soldiers National Museum Galleria Mall Space Center Houston General Market Square Park/Hermann Park Houston Museum of Natural Sciences Virtual Reality Adventure Park (XD Ride) Holocaust Museum Turkey Leg Hut
<b>North Carolina</b>  <b># of students/Mode of Transportation</b> 60 students	<u>Chapel Hill</u> University of NC at Chapel Hill  <u>Durham</u> Duke NC State University	<u>Charlotte</u> Carolinas Aviation Museum  <u>Durham</u> Stagville State Historic Site

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Coach Bus	<p>NC Central University</p> <p><u>Greensboro</u> North Carolina A &amp; T State University</p> <p><u>Winston Salem</u> Wake Forest</p>	<p><u>Greensboro</u> Civil Rights Center &amp; Museum</p> <p><u>Raleigh</u> North Carolina Museum of Art</p> <p>North Carolina Museum of Natural Sciences International</p> <p><u>Wilmington</u> Battleship North Carolina</p> <p>Oconaluftee Indian Village, Cherokee</p>
<p><b>Ohio</b></p> <p><b># of students/Mode of Transportation</b></p> <ul style="list-style-type: none"> <li>• 60 students</li> <li>• Coach Bus</li> <li>• 15 Passenger Van</li> </ul>	<p><u>Columbus</u></p> <ul style="list-style-type: none"> <li>• The Ohio State University</li> </ul> <p><u>Wooster</u></p> <ul style="list-style-type: none"> <li>• The College of Wooster</li> </ul> <p><u>Oxford</u></p> <ul style="list-style-type: none"> <li>• Miami University of Ohio</li> </ul> <p><u>Kent</u></p> <ul style="list-style-type: none"> <li>• Kent State University</li> </ul> <p><u>Wilberforce</u></p> <ul style="list-style-type: none"> <li>• Wilberforce University</li> <li>• Central State University</li> </ul> <p><u>Oberlin</u></p> <ul style="list-style-type: none"> <li>• Oberlin College</li> </ul> <p><u>Cincinnati</u></p> <ul style="list-style-type: none"> <li>• University of Cincinnati</li> <li>• Xavier University</li> </ul>	<p><u>Columbus</u></p> <ul style="list-style-type: none"> <li>• <u>COSI</u> – A top-rated science center with more than 300 interactive exhibits in downtown Columbus. Don't miss the American Museum of Natural History Dinosaur Gallery.</li> <li>• <u>LEGOLAND Discovery Center</u> - A 36,000-sq.-ft. LEGOLAND Discovery Center is now open at Easton. Billed as the ultimate indoor LEGO playground, the site includes two rides, 10 LEGO build and play zones, a 4D cinema and more.</li> </ul> <p><u>Oxford</u></p> <ul style="list-style-type: none"> <li>• <u>Goggin Ice Center</u>- The Miami University Goggin Ice Center is an auxiliary facility dedicated to meeting the diverse recreational needs of its patrons. The primary goal of the Goggin is to provide an environment that promotes and enhances wellness in the lives of Miami students, members and guests.</li> </ul> <p><u>Kent</u></p> <ul style="list-style-type: none"> <li>• <u>May 4<sup>th</sup> Visitor Center</u>-Multi-media exhibits telling the story of the Kent State shootings, set in the context of the 1960s.</li> </ul> <p><u>Wilberforce</u></p> <ul style="list-style-type: none"> <li>• <u>National Afro-American Museum and Cultural Center</u>- the National Afro-American Museum and Cultural Center is a museum located in Wilberforce, Ohio, whose mission is to chronicle through its collections and programs the rich and varied experiences of African Americans from their African origins to the present.</li> </ul> <p><u>Oberlin</u></p>

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		<ul style="list-style-type: none"> <li>• <u>Allen Memorial Art Museum</u>- Founded in 1917, the Allen Memorial Art Museum (AMAM) is recognized today as one of the five best college and university art museums in the United States.</li> </ul> <p><b><u>Cincinnati</u></b></p> <ul style="list-style-type: none"> <li>• <u>The National Underground Railroad Freedom Center</u>- a museum in downtown Cincinnati, Ohio based on the history of the Underground Railroad. Opened in 2004, the Center also pays tribute to all efforts to "abolish human enslavement and secure freedom for all people."</li> <li>• <u>Krohn Conservatory</u>- more than 3,500 plant species from around the world. The conservatory changes throughout the year with special exhibits and programs, including the ever-popular Butterfly Show where thousands of butterflies are free to fly throughout the Krohn Conservatory showroom in a specially-themed garden. Permanent exhibits include the rainforest waterfall and exotic plants in the Palm, Tropical, Desert and Orchid houses as well.</li> </ul>
<b>New Orleans, LA</b>  <b># of students/Mode of Transportation</b> 60 students Charter bus/Van 4 nights hotel stay 5 breakfasts 5 lunches 5 dinners	Dillard Tulane University of NOLA Xavier	Tour of New Orleans St Louis Cemetery Swamp tour Cafe Du Monde Shops of the Colonnade Mardi Gras World Canal Street Lafayette Square
<b>Atlanta, GA</b>	Spelman College Morehouse College	World of Coca-Cola CNN

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<b># of students/Mode of Transportation</b> 60 students Charter bus/Van 4 nights hotel stay 5 breakfasts 5 lunches 5 dinners	Clark Atlanta University SCAD Georgia Tech Georgia State University	Georgia Aquarium MLK National Historical Park Zoo Atlanta Centennial Olympic Park
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**Prices are quoted also per Tour (all inclusive) with an additional eight (8) students and one (1) chaperone in Exhibit A-1 Pricing.**

**NOTE:** For College Tours not listed above, the College shall ask the Vendor (s) for quotes. The College then will analyze and determine if it is in the best interest of the College to continue the approval process in order to issue the respective purchase order.

## Sample Itinerary Virtual College Tour

The College and the Vendor will work together to customize these tours- which include but aren't limited to mutually agreed upon incentives to the students for their attendance and meals/vouchers.

### Day 1

- 10 am University of South Florida  
Information Session and/or Virtual Campus Tour Provided by Admissions Personnel
- 11:30 am Seminar Provided by DBYT: How to Choose the Right College
- 2 pm University of Central Florida  
Information Session and/or Virtual Campus Tour Provided by Admissions Personnel 3:30
- 3:30 pm Seminar Provided by DBYT: How to Pay for College

### Day 2

- 10 am Full Sail University  
Information Session and/or Virtual Campus Tour Provided by Admissions Personnel
- 11:30 am College Readiness Town Hall Q & A (w/current college students)
- 2 pm Bethune Cookman University

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Information Session and/or Virtual Campus Tour Provided by Admissions Personnel 3:30

3:30 pm Seminar Provided by DBYT: How to Succeed In College

Day 3

10 am Florida A & M University  
Information Session and/or Virtual Campus Tour Provided by Admissions Personnel

11:30 am College Readiness Town Hall Q & A (w/current college students)

2 pm Florida State University  
Information Session and/or Virtual Campus Tour Provided by Admissions Personnel 3:30

3:30 pm Wrap Up

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Exhibit A-1 Additional Information  
Cost Itemization and Virtual Tour Costs

Dream Big Youth Travel-Budgetary Breakdown of Tours

College Tours	Total Price Per Tour	Price per Tour plus eight (8) additional students and one chaperone			Lodging	Transportation	Security	Meals	Venues and/or Incentives for Each Participant			Flights for Tour Managers (2 persons)	Lodging for Tour Managers (2 persons)	Service Charge
		(1) additional	chaperone											
<b>2021 and 2022 College Tours</b>														
2021 Spring Break College Tour-Florida (3-day/2night)	\$27,930.00	\$33,165.00	\$6,000.00	\$6,500.00	\$700.00	\$4,600.00	\$2,550.00	\$700.00	\$2,550.00	\$700.00	\$600.00	\$6,280.00	\$27,930.00	
2022 Spring Break College Tour-Florida (3-day/2night)	\$28,759.00	\$33,994.00	\$6,442.00	\$6,887.00	\$700.00	\$4,600.00	\$2,550.00	\$700.00	\$2,550.00	\$700.00	\$600.00	\$6,280.00	\$28,759.00	
2021 or 2022 End of Summer College Tour-Washington DC (5-day/4-night)	\$46,300.00	\$54,325.00	\$12,800.00	\$12,500.00	\$1,400.00	\$7,800.00	\$2,500.00	\$1,400.00	\$2,500.00	\$700.00	\$600.00	\$8,000.00	\$46,300.00	
2021 or 2022 End of Summer College Tour-Alabama (4-day/3-night)	\$36,840.00	\$43,670.00	\$8,850.00	\$9,000.00	\$1,050.00	\$6,240.00	\$2,550.00	\$1,050.00	\$2,550.00	\$700.00	\$600.00	\$7,850.00	\$36,840.00	
2021 or 2022 End of Summer College Tour-Tennessee (4-day/3-night)	\$38,740.00	\$45,570.00	\$8,850.00	\$12,000.00	\$1,050.00	\$6,240.00	\$2,550.00	\$1,050.00	\$2,550.00	\$700.00	\$600.00	\$8,750.00	\$38,740.00	
2021 or 2022 End of Summer College Tour-Texas (5-day/4-night)	\$48,000.00	\$56,025.00	\$13,800.00	\$13,000.00	\$1,400.00	\$7,800.00	\$2,550.00	\$1,400.00	\$2,550.00	\$700.00	\$600.00	\$8,150.00	\$48,000.00	
2021 or 2022 End of Summer College Tour-North Carolina (4-day/3-night)	\$37,690.00	\$44,520.00	\$10,350.00	\$11,000.00	\$1,050.00	\$6,240.00	\$2,550.00	\$1,050.00	\$2,550.00	\$700.00	\$600.00	\$6,200.00	\$37,690.00	
2021 or 2022 End of Summer College Tour-Ohio (5-day/4-night)	\$48,000.00	\$56,025.00	\$13,800.00	\$13,000.00	\$1,400.00	\$7,800.00	\$2,550.00	\$1,400.00	\$2,550.00	\$700.00	\$600.00	\$8,150.00	\$48,000.00	
2021 or 2022 End of Summer College Tour-New Orleans (5-day/4-night)	\$48,000.00	\$56,025.00	\$13,800.00	\$13,000.00	\$1,400.00	\$7,800.00	\$2,550.00	\$1,400.00	\$2,550.00	\$700.00	\$600.00	\$8,150.00	\$48,000.00	
2021 or 2022 End of Summer College Tour-Atlanta (5-day/4-night)	\$43,975.00	\$52,000.00	\$13,800.00	\$13,000.00	\$1,400.00	\$7,800.00	\$2,550.00	\$1,400.00	\$2,550.00	\$700.00	\$600.00	\$6,825.00	\$43,975.00	
<b>Virtual Alternative</b>														
2021 Spring Break College Tour-Florida (3-day/2night)							\$2,550.00		\$2,550.00			\$6,000.00	\$8,550.00	
2022 Spring Break College Tour-Florida (3-day/2night)							\$2,550.00		\$2,550.00			\$6,000.00	\$8,550.00	
2021 or 2022 End of Summer College Tour-Washington DC (5-day/4-night)							\$2,550.00		\$2,550.00			\$7,000.00	\$10,550.00	
2021 or 2022 End of Summer College Tour-Alabama (4-day/3-night)							\$2,550.00		\$2,550.00			\$7,000.00	\$9,550.00	
2021 or 2022 End of Summer College Tour-Tennessee (4-day/3-night)							\$2,550.00		\$2,550.00			\$7,000.00	\$9,550.00	
2021 or 2022 End of Summer College Tour-Texas (5-day/4-night)							\$2,550.00		\$2,550.00			\$8,000.00	\$10,550.00	
2021 or 2022 End of Summer College Tour-North Carolina (4-day/3-night)							\$2,550.00		\$2,550.00			\$7,000.00	\$9,550.00	
2021 or 2022 End of Summer College Tour-Ohio (5-day/4-night)							\$2,550.00		\$2,550.00			\$8,000.00	\$10,550.00	
2021 or 2022 End of Summer College Tour-New Orleans (5-day/4-night)							\$2,550.00		\$2,550.00			\$8,000.00	\$10,550.00	
2021 or 2022 End of Summer College Tour-Atlanta (5-day/4-night)							\$2,550.00		\$2,550.00			\$8,000.00	\$10,550.00	

\*As identified in Exhibit A for the Virtual Tours, the College and the Vendor will mutually agree upon tour customization.

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3/26/21



**EXHIBIT "C"**  
**SPECIAL PROVISIONS**

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the General Terms & Conditions. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

1) Add the following:

**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.

2) The insurance amounts referenced in section 22 entitled Insurance are as follows:

A. Commercial General Liability Insurance:

- |                              |             |
|------------------------------|-------------|
| 1. Each Occurrence           | \$1,000,000 |
| 2. General Aggregate         | \$3,000,000 |
| 3. Excess Umbrella Liability | \$3,000,000 |

(Commercial General Liability includes, but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.)

- B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this RFP \$1,000,000.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Cyber Liability (If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.)

3. Add the attached Federally Funded Projects Addendum.

*Handwritten:*  
DHO  
9/26/21





COLLEGE OFFICE OF COUNSEL APPROVED

By:  Date: 6/1/2021  
DocuSigned by:  
A2394073A21A475...

COLLEGE PROCUREMENT APPROVED

By: \_\_\_\_\_ Date: \_\_\_\_\_

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3/24/21

## REVISED NON-DISCLOSURE AGREEMENT

This Agreement is by and between Dream Big Youth Travel, Inc (Vendor), a corporation with offices at 3030 Stone Road East Point GA 30344, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

Drew  
3/26/21



disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

By: Dream Big Youth Travel, Inc.

Printed Name: Doretha H. White

Title: C.O.O.

Date: 3/26/21

The Board of Trustees of Broward College

By: Jeffrey Nasse

Name: Jeffrey Nasse

Title: Vice Provost, Academic Affairs

Date: 6/1/2021

DHW  
3/26/21





## BROWARD COLLEGE FEDERALLY FUNDED PROJECTS ADDENDUM

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

#### NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. **Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. **Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- C. **Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – If the Purchase Order amount exceeds \$100,000, Vendor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. **Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. **Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. **Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. **Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. **Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

*Handwritten signature/initials*





## BROWARD COLLEGE FEDERALLY FUNDED PROJECTS ADDENDUM

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. **Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. **Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
- N. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.**

Vendor's Name: Dream Big Youth Travel, Inc.  
 Address, City, State, and Zip Code: 3030 Stone Road East Point, GA 30344  
 Phone Number: 770-652-3328 or 678-859-1604  
 Printed Name and Title of Authorized Representative: Doretha N. White C.O.O.  
 Email Address: dwhite@dreambig-inc.com  
 Signature of Authorized Representative: Doretha N. White  
 Date: 3/26/21

*DHW*  
3/26/21



March 22, 2021

To Whom It May Concern:

Upon your request, Broward College has requested a statement regarding the cost of additional hotel rooms to the lodging cost in order to accommodate a maximum of 3 students per room, in observance of COVID-19 safety measures and precautions.

**3 days / 2 nights**

For the 3 day/2 night options, the lodging cost is currently \$6,000. This cost covers:

8 chaperone rooms

1 room for Lead Tour Facilitator

1 room for Bus Driver

48 students / 5 per room = 10 rooms

For a total of 20 rooms

With the adjustment for COVID-19 precautions, 6 additional rooms would be needed for an additional \$1800, increasing the lodging cost to \$7800.

**4 days / 3 nights**

For the 4 day/3 night options, the lodging cost is currently \$8,850. This cost covers:

8 chaperone rooms

1 room for Lead Tour Facilitator

1 room for Bus Driver

48 students / 5 per room = 10 rooms

For a total of 20 rooms

With the adjustment for COVID-19 precautions, 6 additional rooms would be needed for an additional \$2850, increasing the lodging cost to \$11,700

**5 days / 4 nights**

For the 4 day/3 night options, the lodging cost is currently \$12,800. This cost covers:

8 chaperone rooms

1 room for Lead Tour Facilitator


1 room for Bus Driver

48 students / 5 per room = 10 rooms

For a total of 20 rooms

With the adjustment for COVID-19 precautions, 6 additional rooms would be needed for an additional \$2800, increasing the lodging cost to \$15,600.

All other costs will remain the same. If you select to add an additional charter bus, the transportation costs are outlined in the January budgetary proposal.

Thank you,  
Doretha H. White   
Dream Big Youth Travel, Inc.

  
DHW  
3/26/21





Company ID Number: 917876

Approved by:

<b>Employer</b> DREAM BIG YOUTH TRAVEL, INC.	
<b>Name (Please Type or Print)</b> DORETHA H WHITE	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/19/2015
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 10/19/2015

DMW  
3/26/21

**E-Verify**

Company ID Number: 917876

**Information Required for the E-Verify Program****Information relating to your Company:**

Company Name	DREAM BIG YOUTH TRAVEL, INC.
Company Facility Address	3030 Stone Road East Point, GA 30344
Company Alternate Address	3645 MARKETPLACE BOULEVARD SUITE 130 BOX 864 ATLANTA, GA 30344-5636
County or Parish	FULTON
Employer Identification Number	474781509
North American Industry Classification Systems Code	611
Parent Company	DREAM BIG YOUTH TRAVEL, INC.
Number of Employees	1 to 4
Number of Sites Verified for	1

DWW  
9/26/21