MEMORANDUM

To: Honorable Sarah Leonardi, Chair,
and Members, School Board of Broward County

From: Carol J. Breece, Inspector General

Date: September 30, 2026

Subject: OIG Final Report Re: *Mismanagement and Vendor Misconduct in the School Board of Broward County's Procurement of Computing Devices and Deployment Services, Ref. OIG 25-020-M*

Attached please find the final report of the Broward Office of the Inspector General ("OIG") regarding the above-captioned matter.

The OIG has concluded its investigation into several allegations regarding the School Board of Broward County's ("SBBC's") solicitation of vendors for computing devices, accessories, and deployment services. The investigation substantiated some of the allegations in part and determined that, while Broward County Public Schools ("BCPS") staff did not engage in misconduct or gross mismanagement, they mismanaged the procurement process and, in the course of doing so, misled the School Board. We also substantiated that a former BCPS staff member and a bidder participated in a failed attempt to steer a portion of the business to iPhone and iPad Warehouse LLC, doing business as Phone and Pad Warehouse ("PPW") and its owner Brian Farrell. Finally, we determined that Mr. Farrell engaged in misconduct when he violated state criminal law in a later successful attempt to receive a portion of the business.

In accordance with our Broward County Charter mandate at Section 10.01 C.(1)(a), we are referring this matter to the Broward County State Attorney's Office for whatever action that agency deems appropriate.

At the conclusion of the report, the OIG makes specific recommendations based on observations it made during the investigation. We request a status report on the SBBC's progress in implementing or addressing those recommendations in 90 days or by Tuesday, December 29, 2026.

cc: Dr. Howard Hepburn, Superintendent
Kathy Dupuy-Bruno, General Counsel

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BROWARD OFFICE OF THE INSPECTOR GENERAL

FINAL REPORT

OIG 25-020-M
September 30, 2026

Mismanagement and Vendor Misconduct in the School Board of Broward County's Procurement of Computing Devices and Deployment Services

FINAL REPORT RE: *MISMANAGEMENT AND VENDOR MISCONDUCT IN THE SCHOOL BOARD OF BROWARD COUNTY'S PROCUREMENT OF COMPUTING DEVICES AND DEPLOYMENT SERVICES*

SUMMARY

The Broward Office of the Inspector General ("OIG") has concluded an investigation into several allegations regarding the School Board of Broward County's ("SBBC's," "School Board's," or "Board's") solicitation of vendors for computing devices, accessories, and deployment services.

Those allegations included that: (1) there was an intent to favor HP Inc., d/b/a HP Computing and Printing Inc. ("HP") in the first invitation to bid ("ITB") 24-236; (2) Broward County Public Schools ("BCPS") BCPS's Information Systems Division ("IT")[1] senior staff and the then-Executive Director, Operations ("J.A.")[2] wrongly rejected the bids for ITB24-236 after the first alternate awardee gave notice of an intent to protest the award; (3) the bids for ITB24-236-1 were rejected because J.A. wanted iPhone and iPad Warehouse LLC, doing business as Phone and Pad Warehouse ("PPW"), to be a subcontractor for the company that was the lowest bidder, Figgers Communications, Inc. ("FCI"), but that FCI's Owner did not agree; (4) J.A. attempted to get FCI to hire PPW as a subcontractor by telling FCI's Owner that if he agreed to bring in PPW as a subcontractor, then he would win the bid; and (5) BCPS's Economic Development & Diversity Compliance Department ("EDDC")[3] was pushing PPW to work as a subcontractor for FCI at J.A.'s direction. The information was that, when this attempt was not successful, it caused the subsequent rejection of all bids.

Our investigation substantiated some of the allegations in part and determined that, while BCPS staff did not engage in misconduct[4] or gross mismanagement,[5] they mismanaged the procurement process and, in the course of doing so, misled the School Board. We also substantiated that a former BCPS staff member and one of the bidders participated in a failed attempt to steer a portion of the business to PPW and its owner Brian Farrell. Finally, we determined that Mr. Farrell engaged in misconduct when he violated state criminal law in a later successful attempt to receive a portion of the business.

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[1] The Information Systems Division was previously known as the Information Technology Division. Throughout this report, we refer to this division as "IT."

[2] J.A.'s responsibilities as Executive Director, Operations, included Procurement and Logistic Operations, which was formerly known as Procurement and Warehousing Services ("Procurement").

[3] Prior to the 2025-2026 school year, The Economic Development Opportunities and Compliance department ("EDOC") was referred to as the EDDC. We refer to that department as the EDDC throughout this report.

[4] Misconduct is "any violation of the state or federal constitution, any state or federal statute or code, any county or municipal ordinance or code, or conduct involving fraud, corruption, or abuse." Broward County Charter ("Charter") Section ("Sec.") 10.01 A(2).

[5] The Charter defines "gross mismanagement" as "the material waste or significant mismanagement of public resources." Sec. 10.01 A.(3).

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In the first solicitation, ITB24-236, we determined that the Former Chief Information Officer ("CIO") ("J.P.") allowed and J.A. presented a pretext to justify recommending the rejection of all bids.

In the second solicitation, ITB24-236-1, retired BCPS EDDC Officer ("D.M.") – who was J.A.'s direct report – and Mr. Farrell tried but failed to steer some of the work to PPW. Subsequently, J.A. presented a technical deficiency to the School Board as the reason for recommending the rejection of all bids, and J.A. and IT's Executive Director of Technology Operations ("M.B.") misled the School Board about staff's knowledge of the bid amounts. Notably, Mr. Farrell, J.A., and D.M. had worked together at Miami-Dade County Public Schools ("M-DCPS") before these solicitations commenced.

In the third solicitation, acting on J.A.'s recommendation, BCPS issued two requests for proposals ("RFPs"), including RFP25-078, which Mr. Farrell ultimately won by submitting a forged document as part of his winning proposal and by misrepresenting his eligibility for award. By doing so, Mr. Farrell (1) committed official misconduct, a third degree felony; (2) knowingly provided false information that became part of a public record to facilitate or further the commission of a felony, another third-degree felony; and (3) made a false official statement, a second degree misdemeanor. These were all in violation of Florida law and constituted misconduct.

In accordance with our Broward County Charter mandate at Section 10.01 C.(1)(a), we are referring this matter to the Broward County State Attorney's Office for whatever action that agency deems appropriate.

To enable the SBBC to better manage the procurement process, at the conclusion of this report, the OIG makes specific recommendations stemming from observations it made during the investigation and requests a status report on those recommendations within 90 days.

OIG CHARTER AUTHORITY

Section 10.01 of the Charter of Broward County empowers the OIG to investigate misconduct and gross mismanagement by any official or employee of (1) the Charter Government of the County; (2) a municipality within the County; (3) a Voluntary Entity pursuant to a valid interlocal agreement; and (4) a person or entity that provides goods or services to the County, any of its municipalities, or any Voluntary Entity pursuant to a contract for compensation. On her own initiative or based on a signed complaint, the Inspector General may find good cause and commence an investigation.

As part of any investigation, the Inspector General is empowered to subpoena witnesses, administer oaths, and require the production of documents and records. The Inspector General is also empowered to audit any program, contract, or operation of the County, any municipality, or any Voluntary Entity; to audit the operations or performance of any provider relating to its contract for compensation with the County, any municipality, or any Voluntary Entity; and to require officials, employees, and providers to provide oral and written reports.

Finally, the OIG is empowered to issue reports, including recommendations; to follow up on the implementation of those recommendations; and to notify the appropriate civil, criminal, and administrative agencies charged with enforcement. If there is no appropriate agency for enforcement, the Inspector General may refer the matter to an administrative hearing officer for a quasi-judicial enforcement proceeding.

ENTITIES AND INDIVIDUALS COVERED IN THIS REPORT

J.A., Then-Executive Director, Operations, BCPS

J.A. became the Executive Director, Operations for BCPS on October 2, 2023. On or about July 1, 2025, her position changed to Executive Director of Procurement and Logistic Operations, and on or about June 9, 2026, it changed to Officer, Economic Development Opportunities & Compliance.

In her role as Executive Director, Operations, she led over 200 employees across four areas including Procurement, the Business Support Center, EDDC, and Warehousing Services. For Procurement, J.A. oversaw that the agenda items were ready for Board approval, presented them to the School Board for approval or rejection, and ensured that all backup documentation complied with policies, procedures, and state statutes. Her role regarding the EDDC Department was to provide opportunities to small, local, minority, women-owned, and veteran-owned businesses in compliance with EDDC policy, which she helped develop. She also oversaw vendor outreach and the EDDC's goal-setting process for specific solicitations.

M.B., Executive Director of Technology Operations and Task-Assigned CIO, BCPS

M.B. began his employment with BCPS in May 2018, when he was hired as the district's Director of Computer Operations. He believed he was promoted to an executive director position in approximately 2021. Although his position titles were Executive Director of IT Customer Services and then Executive Director of Technology Operations, he also intermittently served as BCPS's Task-Assigned CIO. He filled this temporary role beginning approximately June 25, 2024, and then again in approximately July 2026, while serving as Executive Director of Technology Operations. M.B.'s responsibilities as executive director were to lead departments that were operationally based; he led the Technology Support Services ("TSS"), Application Services, and Infrastructure Services departments.

D.M., Retired EDDC Officer, BCPS

D.M. worked for M-DCPS as a district director of the Office of Economic Opportunity ("OEO"), which did work similar to that of the EDDC before her employment with BCPS. According to her, three of her previous supervisors from M-DCPS, including J.A., asked D.M. to apply for BCPS employment. D.M. began working for BCPS on November 27, 2023, as the EDDC Officer[6] and during her time at BCPS reported directly to J.A. She officially retired on January 6, 2025.

J.P., Former CIO, BCPS

J.P. was the CIO for BCPS from April 2022 to June 2024. As CIO, his main responsibilities were to provide the district with technology services that ranged from the district's applications to hardware, software, and information IT security services. He also managed up to six different departments and served as a member of the Superintendent's Cabinet.

[6] While D.M. referred to herself as the EDDC Director, the official title of that position was EDDC Officer.

Brian Farrell, Owner, Phone and Pad Warehouse

Brian Farrell is the owner and president of PPW and has been the company's only officer since 2013. The SBBC's Small Business Advisory Committee ("SBAC") members unanimously approved Mr. Farrell's nomination to the SBAC on June 23, 2022. Mr. Farrell served on that committee until approximately 2025.[7]

RELEVANT GOVERNING AUTHORITIES

SBBC Policies

Policy 3800 PURCHASHING POLICY

I. DEFINITIONS . . .

"Invitation to Bid": In accordance with Section 6A-1.012(1)(b), F.A.C.,[8] the term "invitation to bid" shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. An invitation to bid is used when the school district is capable of specifically defining the scope of work for which a contractual service is required or when the School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written competitive solicitation includes an invitation to bid that is publicly posted. . . .

"Request for Proposals": In accordance with Section 6A-1.012(1)(e), F.A.C., the term "request for proposals" shall be defined for the purposes of this policy as a written solicitation for competitive sealed proposals. A request for proposals is used when it is not practicable for the school district to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the district school board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written competitive solicitation includes a request for proposals that is publicly posted. . . .

VII. THE INTEGRITY OF THE AWARD PROCESS

a) The time between the release of any competitive solicitation through the time an award is made or all bids or proposals are rejected [this period is referred to as the "Cone of Silence"]. During the Cone of Silence, potential vendors, bidders, proposers, and any employees, representatives, partners, directors, officers, lobbyists, agents, or other individuals acting on behalf of a vendor, bidder, or proposer, are prohibited from communicating with lobbying any school district employee, School Board Member, or a member of a school district advisory committee that may

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[7] SBBC's Office of the General Counsel released a memo on September 26, 2025, stating that an approved school district vendor could not also serve on the SBAC without obtaining a waiver from the School Board. Until such time as the School Board grants such a waiver, the vendor should refrain from serving as a member of the SBAC. (Exhibit 1) The OIG reviewed an email dated October 3, 2025, that showed that Mr. Farrell was notified of the legal determination that required a waiver. We searched for but did not see where the School Board granted a waiver to Mr. Farrell, and the Current EDDC Officer told the OIG that Mr. Farrell and two other SBAC members were removed as a result of the legal memo.

[8] Florida Administrative Code, Department of Education, State Board of Education, Finance and Administration. Retrieved August 17, 2026, https://flrules.org/gateway/ruleNo.asp?id=6A-1.012.

evaluate the proposed contract award, or any person selected to evaluate or recommend a selection of the awarded proposer. Lobbying or communications in violation of this policy or the School Board's lobbying policy during the Cone of Silence shall result in rejection/disqualification of the bidder or proposer from consideration for the award of a contract arising out of the competitive solicitation. Further, to protect the integrity of the award process, all questions regarding the competitive solicitation during the Cone of Silence must be directed to the purchasing agent designated by the Procurement and Warehousing Services Department, who will respond in writing and post such responses to ensure that all vendors receive the same information. . . .

VIII. CONE OF SILENCE

Cone of Silence – Defined and Duration: Any bidder or proposer or its lobbyist is prohibited from having any communications (except as permitted in this policy or in School Board Policy 1100B – Lobbyist Activities for Economic Gain) concerning any pending competitive solicitation with any School Board Member, the Superintendent, any competitive solicitation evaluation committee member, or any other school district employee other than permitted school district personnel after the release of a competitive solicitation to the general public and continuing through The School Board's approval of an award under the competitive solicitation or the rejection of all bids or proposals. This period of prohibited communications is referred to as the "Cone of Silence." All communications regarding the competitive solicitation during the Cone of Silence shall be directed to the purchasing agent designated in the competitive solicitation or as directed by the purchasing agent to that person's supervisors in the Procurement and Warehousing Services Department. . . .

Cone of Silence – Investigations of Violations; Penalties: Violations of the Cone of Silence shall be promptly reported to the Director of Procurement and Warehousing Services. The Director shall conduct such investigation of the allegations as the Director deems to be appropriate. Any bidder or, proposer or lobbyist who violates the Cone of Silence shall cause the bidder or proposer to be considered non-responsive and, therefore, ineligible for award under the pending competitive solicitation. If the Director finds that a Cone of Silence violation has occurred, a recommendation shall be made that the decision or intended decision regarding the pending competitive solicitation shall include disqualification of the violating proposer from consideration for the award. In addition, the Director may also recommend that The School Board render a final order warning, reprimanding, suspending, or prohibiting the violating lobbyist from appearing before The School Board or any of its advisory committees or competitive solicitation committees for a period of time not to exceed two (2) years. Lobbyists who have previously been found in violation of the Cone of Silence will be subject to penalties of a greater duration. No penalty shall be imposed upon a violating lobbyist without first providing the lobbyist notice of the violation and an opportunity to be heard. The School Board's final order shall be subject to review pursuant to Sections 120.569 and 120.57(1), Florida Statutes. In addition, The School Board may also declare void any school district contract that was entered into in during which the Cone of Silence was violated.

Florida Statutes 2024

TITLE XLVI CRIMES
CHAPTER 838 BRIBERY; MISUSE OF PUBLIC OFFICE

Section 838.014 Definitions.- As used in this chapter, the term: . . .

(6) "Public contractor" means, for purposes of ss. 838.022 and 838.22 only:

(a) Any person, as defined in s. 1.01(3),[9] who has entered into a contract with a governmental entity; or

(b) Any officer or employee of a person, as defined in s. 1.01(3), who has entered into a contract with a governmental entity.

(7) "Public servant" means:

(a) Any officer or employee of a governmental entity, including any executive, legislative, or judicial branch officer or employee; . . .

Section 838.022 Official misconduct.-

(1) It is unlawful for a public servant or public contractor, to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another, by:

(a) Falsifying, or causing another person to falsify, any official record or official document;

(b) Concealing, covering up, destroying, mutilating, or altering any official record or official document, except as authorized by law or contract, or causing another person to perform such an act; or . . .

(2) For the purposes of this section: . . .

(b) An official record or official document includes only public records.

(3) Any person who violates this section commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

[9] Florida Statutes ("Fla. Stat.") Sec. 1.01(3) provides, "The word 'person' includes individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations."

CHAPTER 837 PERJURY

Section 837.06 False official statements.-

Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

CHAPTER 817 FRAUDULENT PRACTICES

Section 817.569 Criminal use of a public record or public records information; providing false information; penalties.-

A person who knowingly uses any public record, as defined in s. 119.011, who knowingly uses information obtainable only through such public record, or who knowingly provides false information that becomes part of a public record to facilitate or further the commission of:

(1) A misdemeanor of the first degree, commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(2) A felony, commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.

INVESTIGATION

Investigation Overview

This investigation originated from several allegations regarding SBBC's solicitation of technology computing devices, accessories, and deployment services. Those allegations were that (1) there was an intent to favor HP in the first solicitation, ITB24-236; (2) the bids submitted for ITB24-236 were wrongly rejected after the first alternate awardee gave notice of an intent to protest the award; (3) the bids for the second solicitation, ITB24-236-1, were rejected because J.A. wanted PPW to work as a subcontractor for FCI, who was the lowest bidder, but FCI's Owner did not agree; (4) J.A. attempted to get FCI to hire PPW as a subcontractor by telling FCI's Owner that, if he did, then he would win the bid; (5) EDDC was pushing PPW to work as a subcontractor for FCI at J.A.'s direction. The information was that, when this attempt was not successful, it caused the subsequent rejection of all bids. The OIG substantiated some of the allegations in part.

The OIG's investigation involved the review of records including but not limited to SBBC policies, Florida statutes, the Florida Administrative Code, School Board meeting and workshop agenda items and recordings, ITB and RFP solicitation documentation, BCPS emails, telephone records, and financial records. The OIG also reviewed vendors' bid responses and proposals with corresponding records and lease agreements.[10] The OIG conducted interviews of current and former BCPS employees as well as bidders and proposers of the relevant ITBs and RFPs.

[10] Throughout this investigation, the OIG struggled to timely obtain BCPS records, despite the Inspector General's direct requests to the administration and School Board members in February 2026 for a more responsive process. As of the date of

The Importance of Competitive Bidding and Best Practices

According to the National Institute of Governmental Purchasing ("NIGP"),[11] competitive bidding is "[t]he process of inviting and obtaining bids from competing suppliers, by which an award is made to the lowest responsive bid from a responsible bidder meeting written specifications."[12] This process provides potential bidders with a reasonable opportunity to win a contract. Florida courts have long recognized the importance of competitive bidding in public procurement. Competitive bidding laws protect taxpayers by preventing public agencies from making arbitrary and capricious awards to bidders or making awards based on personal preference. Additionally, proposing vendors benefit because the process assures them fair consideration for their offers, while public agencies get the opportunity to purchase goods or services at the best possible price.[13]

Public agencies tend to use RFPs for more technical and complex procurements, since proposers are encouraged to offer creative solutions to fit the agency's needs. An RFP is a solicitation document issued through a competitive procurement method that is used to solicit proposals from potential suppliers for goods and services. It is used when the requirements are not clearly known, are qualitative rather than quantitative, or when the agency is looking for a solution to a problem. A key benefit of an RFP is the agency's ability to engage with the proposers at various RFP evaluation stages. The evaluation of proposals requires pre-established criteria, which are used to select a proposer for contract award.[14]

When the requirements are known, an Invitation for Bid ("IFB") procurement method may be used.[15] An IFB is commonly known as an "ITB." An ITB is a procurement method that solicits competitive sealed bids when price is the basis for award. The criteria for when to use an ITB include that (1) the requirements are known and can be stated clearly and specifically, (2) price is the basis for award, and (3) there is a competitive market for the commodity.[16]

For ITBs and RFPs, to be eligible for award, a bid or proposal must be "responsive," and the bidder or proposer must be "responsible." NIGP defines a responsible bidder as "a business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract."[17] Once the bids are received and opened, the agency first has to determine which bids are responsive.

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this report, there were some requested records relevant to this matter that were still outstanding. The lack of access to pertinent records limits the OIG's ability to provide inspector general services to the SBBC, and in the Conclusion and Recommendations section below, we request SBBC to reconsider how it makes records available to the OIG.

[11] The NIGP Principles and Practices of Public Procurement are considered industry best purchasing practices. According to its website, "NIGP has been developing, supporting, and promoting the public procurement profession through premier educational and research programs, professional support, technical services, and advocacy initiatives that benefit members and other important stakeholders since 1944." NIGP, About NIGP. Retrieved July 6, 2026, https://www.nigp.org/about-nigp/about-nigp.

[12] NIGP, Dictionary of Procurement Terms. NIGP, Dictionary of Procurement Terms. Retrieved August 14, 2026, https://www.nigp.org/dictionary-of-terms?search=Competitive+Bidding&page=1.

[13] *See Marriott Corp., v. Metro. Dade County*, 383 So. 2d 662, 665 (Fla. 3d DCA 1980) (quoting *Hotel China & Glassware Co. v. Bd of Pub. Instruction*, 130 So. 2d 78, 81 (Fla. 1st DCA 1961)).

[14] NIGP, Principles and Practices of Public Procurement, Request for Proposals (RFP), p. 1.

[15] NIGP, Principles and Practices of Public Procurement, Invitation For Bids (IFB) Aka Invitation To Tender (ITT), p.1.

[16] NIGP, Principles and Practices of Public Procurement, Invitation For Bids (IFB) Aka Invitation To Tender (ITT), p.1..

[17] NIGP, Principles and Practices of Public Procurement, Invitation For Bids (IFB) Aka Invitation To Tender (ITT), p. 4.

For ITBs, a responsive bid fulfills all the stated requirements.[18] Then those responsive bids are evaluated for responsibility and price. Once the lowest responsive bid from a responsible bidder is determined, the contract may be awarded, and the notice of award may be issued and posted publicly.[19]

J.A., D.M., and Mr. Farrell Knew Each Other From M-DCPS

Prior to their employment with BCPS, J.A., D.M., and the Current EDDC Officer worked together for the M-DCPS OEO from at least January 2019. The OEO was a department functioning similar to BCPS's EDDC, in that its purpose was to promote the economic development and growth of small, minority, women, and veteran business enterprises. The OEO certified these businesses and, through its Goal Setting Committee, set participation goals, such as mandatory subcontracting goals, for M-DCPS solicitations. According to M-DCPS OEO's annual report covering fiscal years 2020-2021 and 2021-2022, J.A. was OEO's Assistant Superintendent of Equity & Diversity, D.M. was OEO's District Director of Compliance, and the Current EDDC Officer was OEO's Small Business Enterprise ("SBE") Compliance Manager.

PPW was an OEO-certified SBE and Minority/Women Business Enterprise ("MWBE") and from at least May 2022 served as an SBE/MWBE subcontractor on numerous awarded M-DCPS ITBs.

The Current EDDC Officer told us that he and D.M. worked together in M-DCPS and that he has known J.A. since around January 2019, because he worked with her in Miami-Dade. He also told us that when he worked in compliance in Miami-Dade, he knew of Mr. Farrell because Mr. Farrell worked as a subcontractor for Miami-Dade.

During D.M.'s interview, she told us that three of her former supervisors from M-DCPS who were working at BCPS at the time, including J.A., asked her to apply for employment at BCPS to implement some of M-DCPS's successful programs. She also told us that she knew Mr. Farrell because he did computer-related work in Miami-Dade. Mr. Farrell told us that he knew both J.A. and D.M. because of their work in Miami-Dade and that J.A. was a small business director in Miami-Dade.

The Former Procurement Director said that Mr. Farrell visited J.A. a lot and met with J.A. in her first few weeks of employment with BCPS.

Relevant History of the Computing Devices and Deployment Procurements

In 2019, SBBC sought to have 2.5 computing devices for each student (a "2.5:1 ratio") throughout all schools. It advertised ITB FY20-123 for computing devices and deployment services in October 2019. According to ITB FY20-123, devices included Microsoft Windows based laptops, desktops, "hybrid devices," and "special purpose devices," while deployment services included device etching, imaging, and delivery District-wide.

In December 2019, SBBC awarded the device portion of ITB FY20-123 to Lenovo (United States) Inc. ("Lenovo") for a term of January 1, 2020, through December 31, 2023, with an option for two additional one-year renewal periods. Around 2020, IT shifted the original goal of a 2.5:1 ratio to a 1:1 ratio, and it

[18] NIGP, Principles and Practices of Public Procurement, Invitation For Bids (IFB) Aka Invitation To Tender (ITT), p. 4.
[19] NIGP, Principles and Practices of Public Procurement, Invitation For Bids (IFB) Aka Invitation To Tender (ITT), p. 5.

was able to meet the new goal. In 2022, it sought to maintain the 1:1 student-to-laptop ratio. TSS was the designated IT entity responsible for working with Procurement on the computer device and deployment services solicitations addressed in this report.

In or around August 2023, IT, as the user department, sought to renew the contracts awarded through ITB FY20-123 for an additional year and to extend the agreements until December 31, 2024. On September 6, 2023, the TSS Director emailed J.P. a signed renewal request letter from Lenovo with his message that the Lenovo contract renewal was on the agenda for the October 17, 2023, School Board meeting. (Exhibit 2) The attached renewal request letter reflected that Lenovo indicated a willingness to renew its contract at the "current awarded price(s)." (Exhibit 3) The letter also stated that if BCPS did not renew the contract and a new ITB was issued, the price would be higher. The purchasing agent who was assigned to the renewal of the Lenovo contract ("Former Purchasing Agent IV"), told the OIG that he, his supervisor, the Former Procurement Director, the TSS Director, the TSS Assistant Director, and IT's Infrastructure Services Director agreed with renewing the expiring contract. The Former Procurement Director also told the OIG that she agreed with renewing the contract.

But on September 19, 2023, according to Former Purchasing Agent IV's email to the Former Procurement Director, the TSS Director, the TSS Assistant Director, Senior IT Project Manager, and the IT Planning, Implementation, Transition, Adoption, and Continuous Improvement ("PITAC") Director, collectively told him to forgo the renewal and instead issue a new ITB solicitation. According to the TSS Director and Former Purchasing Agent IV, J.P. decided not to proceed with the renewals of ITB FY20-123. J.P. did not give them a reason for the decision.

The Lenovo contract was set to expire on December 31, 2023. SBBC records showed that, after the decision not to renew the contract, Former Purchasing Agent IV informed the Former Procurement Director that he advised IT staff of potential risks in not renewing the contract, yet they still wanted to do a new ITB. Some of the key points on risk that the Former Purchasing Agent IV noted via email included price increases, advertising the bid for a shorter time period, not presenting the bid to the Technology Advisory Committee ("TAC")[20] for review prior to the advertisement, not obtaining information from other school districts and all stakeholders, and not having time to conduct proper research on new technology. (Exhibit 4)

According to the TSS Director, IT staff wanted to renew the contract even if J.P. wanted to go in a different direction so that staff would have time to do proper due diligence during the extended contract period and then prepare a new solicitation to put out to bid. But rather than renewing the ITB FY20-123 contract, SBBC records showed that J.P. approved a "Procurement Sourcing Intake Form-Commodity Solicitation Request (CSR) Form" for a technology computing devices, accessories, and deployment services ITB on September 28, 2023. (Exhibit 5) Based on the date when IT staff told Former Purchasing Agent IV to forgo the renewal and the date when the new ITB was released, October 4, 2023, Procurement only had about two weeks to develop and advertise a new ITB.[21]

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[20] According to SBBC's Policy No. 5306.1, TAC will "[p]rovide strategic input, advice, assistance, and recommendations in the procurement of technology."

[21] As an example, Former Purchasing Agent IV believed the scope for an ITB should take around three weeks to develop and another week to release under a best-case scenario.

There were four solicitations in the BCPS effort to get a subsequent contract or contracts for computing devices and deployment services.

1. *ITB24-236 – Technology Computing Devices, Accessories, and Deployment Services*

The first solicitation following the decision not to extend the Lenovo contract was **ITB24-236** Technology Computing Devices, Accessories, and Deployment Services. According to Former Purchasing Agent IV, Procurement and IT staff had to rush to prepare the solicitation and canvass the market. As the ITB FY20-123 contract was set to expire on December 31, 2023, BCPS staff had approximately three months to prepare a new solicitation, release the solicitation, receive and evaluate the responses, and prepare a School Board packet agenda. According to the TSS Director and emails, J.P. approved the specifications for ITB24-236. Former Purchasing Agent IV advertised the new ITB24-236 on DemandStar[22] on October 4, 2023. The ITB sought bid responses for three separate groups of goods and services: Group 1 laptops, Group 2 desktops, and Group 3 deployment services. (Exhibit 6) Procurement authorized its publication in the Sun Sentinel on October 7, 2023.

On October 24, 2023, Former Purchasing Agent IV opened nine bids.[23] On October 30, 2023, BCPS posted the Award Recommendation on DemandStar, showing the awardees for each group. HP was the primary awardee and Lenovo the first alternate awardee for both Groups 1 and 2, as depicted in OIG Figure 1 below.

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[22] Procurement & Logistic Operations utilizes DemandStar Onvia to post all current solicitation/bid opportunities and addenda for the BCPS. Retrieved on July 6, 2026, https://www.browardschools.com/bcps-departments/procurement/district-bid-opportunities-demandstar.

[23] BCPS received 11 responses in total, nine of which were bids and two of which were statements of no bid, which are explanations about why a company is not putting in a bid.

AWARD RECOMMENDATION

ITB24-236 - Technology, Computing Devices, Access, & Deployment - Group 1 - LAPTOPS	
Vendor Name	**Total Price**
HP, Inc. dba HP Computing and Printing Inc.	$40,381,650.00 (Primary)
Lenovo (United States) Inc.	$40,530,000.00 (1st Alternate)
Sharp Electronics Corporation	$49,382,000.00 (2nd Alternate)

ITB24-236 - Technology, Computing Devices, Access, & Deployment - Group 2 - DESKTOPS	
Vendor Name	**Total Price**
HP, Inc. dba HP Computing and Printing Inc.	$9,171,050.00 (Primary)
Lenovo (United States) Inc.	$9,345,000.00 (1st Alternate)
Ciara Technologies USA Inc.	$9,915,500.00 (2nd Alternate)

OIG Figure 1: ITB24-236 Award Recommendation for Groups 1 and 2, posted October 30, 2023 (excerpt from Composite Exhibit 7)

On November 2, 2023, a Lenovo representative submitted to BCPS a Notice of Intent to Protest the ITB results. The notice reflected that Lenovo intended to protest SBBC's award of ITB24-236's Group 1 Laptops to HP as the primary awardee.[24]

After Lenovo submitted its intent to protest, several BCPS staff[25] had a telephone call with representatives from Lenovo regarding its intent to protest. There were subsequent internal conversations, and, afterwards, J.A.[26] and J.P. agreed to reject all bids and re-post the revised solicitation as a new ITB.

On November 16, 2023, Procurement posted a revised Award Recommendation recommending that SBBC reject all proposals and re-post the solicitation with revised specifications. (Composite Exhibit 7) Subsequently, at the January 23, 2024, regular School Board meeting, the School Board rejected all bids based on the Executive Summary submitted as part of the meeting's consent agenda item O-7, which read in part:

> This ITB was meant to increase the variety of computing devices available to students and staff throughout the District. These devices included Windows-based

[24] Lenovo claimed that HP did not comply with the specifications for Item 1I – Laptop i7 Ultra-Light Weight/Convertible (Touch) in Group 1 – Laptops as it relates to the laptop's "RAM Expandable" requirement and per the ITB's plain language, "[i]n the event that any item in the group does not meet specifications, the entire group shall be disqualified." (Exhibit 8)
[25] There appears to have been multiple calls that day regarding Lenovo's intended protest. The OIG was unable to conclusively determine who participated in the call with Lenovo.
[26] J.A. commenced employment with BCPS on October 2, 2023.

> laptops and desktops. Inadvertently, non-Windows devices such as Chromebooks[27] and Android-based tablets[28] were omitted. Additionally, the ITB allowed vendor questions to be addressed through an addendum. The release of a future ITB will provide an opportunity to clarify the numerous questions asked, potentially increasing the pool of qualified vendors.
>
> This bid is being recommended for rejection to allow staff to revise the specifications and rebid. Therefore, it is in the best interest of the district, to reject all bids received to enable the District to issue a new solicitation with revised specifications.

(Exhibit 9)

2. ITB24-236-1 – Technology Computing Devices, Accessories, and Deployment Services

On February 8, 2024, Former Purchasing Agent IV advertised the new **ITB24-236-1** Technology Computing Devices, Accessories, and Deployment Services on DemandStar. (Exhibit 10) IT staff revised some specifications for this ITB for Group 1 Laptops. IT also added a group for Android tablets, and, after initially listing Chromebooks as part of Group 1 with laptops,[29] added a separate group for Chromebooks (Group 5) through an addendum. IT also updated this ITB to reflect in the specifications whether a device's memory (RAM) could be "soldered" for the "RAM Included" and that "RAM Expandable" could be expansion slots or could be pre-soldered by the Original Equipment Manufacturer ("OEM").[30] Procurement authorized its publication in the Sun Sentinel on February 11, 2024.

The bids were opened, and FCI was the lowest bidder. But before any award was recommended, Procurement and IT recommended rejecting all bids for this ITB, also.

ITB24-236-1's Executive Summary was presented to the School Board at the July 23, 2024, Regular School Board Meeting and was submitted as part of the meeting's consent agenda. The Executive Summary stated in part that the bid was recommended for rejection because:

> One of the mandatory conditions outlined by the Florida Statute was inadvertently omitted from the ITB. Additionally, the staff has decided to split one Invitation to Bid (ITB) into separate Requests for Proposals (RFPs). This change will enable the District to outline the requirements of

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[27] We note that, according to Google, Chromebooks are a type of computer that run on the ChromeOS operating system. Retrieved August 7, 2026, https://support.google.com/chromebook/answer/3265094?hl=en#zippy=%2Cwhats-the-difference-between-chromebooks-and-other-computers-like-windows-or-mac-os.

[28] We note that, according to Android, an Android-based device is "a Device that runs the Android operating system . . . ." Retrieved August 7, 2026, https://www.android.com/enterprise/terms/.

[29] Although BCPS rejected the last bid to add Chromebook devices, staff did not initially include a quantity of Chromebooks sought in ITB24-236-1. At the pre-bidders' conference for ITB24-236-1, BCPS staff were made aware that the quantity was not listed and that the operating system BCPS specified for Chromebooks was not correct for these devices. The TSS Director said the missing quantity must have been omitted in error, and Former Purchasing Agent IV acknowledged the incorrect specifications as a mistake; consequently, the purchasing agent later released an addendum to rectify this.

[30] Presumably, this addressed Lenovo's stated rationale for its intent to protest the ITB24-236 recommended award to HP.

> each product category more precisely, thereby potentially broadening the pool of qualified vendors, including those classified as ESMVWBE.[31]
>
> This bid is recommended for rejection to allow staff to address the omitted mandatory requirement, revise specifications, and rebid with a more appropriate solicitation type. Rejecting all bids received is thus in the District's best interest, facilitating the issuance of new solicitations with revised specifications.

(Exhibit 11)

BCPS's Current Purchasing Agent IV[32] told us that the form referenced in the General Conditions section of ITB24-236-1 under Bidding Preference Laws was not included in the ITB.[33] As such, she said, none of the bidders were able to complete and submit this mandatory form.[34] Current Purchasing Agent IV also told us that another mandatory form, "Document 00471," was missing as well.[35] She and J.A. told the OIG that, given the issues she saw, she (Current Purchasing Agent IV) recommended the rejection of all bids.[36]

At the July 23, 2024, Regular School Board Meeting, J.A. presented the Award Recommendation and Executive Summary for ITB24-236-1, recommending that the School Board reject all bids, and the School Board voted to do so.

3. RFP25-078 and RFP25-079

After rejecting all bids from the second ITB for computing devices and deployment services, in September 2024 and October 2024, Procurement issued two RFPs in its place. The RFPs included evaluation categories that would rate the proposers on more than lowest bid price, responsiveness, and responsibility. However, many of the rating categories included criteria that mirrored the ITBs or could have been added to a new ITB as eligibility requirements. Several former BCPS Procurement personnel, including the Former Procurement Director who oversaw the staff who worked on the

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[31] An Emerging, Small, Veteran, Minority or Women Business Enterprise (also "E/S/V/M/WBE"), as certified by BCPS.
[32] She became the purchasing agent for ITB24-236-1 upon Former Purchasing Agent IV's departure from BCPS on May 16, 2024.
[33] This form sought necessary information for the proper application of Florida's Bidder's Preference Law (Fla. Stat. Sec. 287.084).
[34] Contrary to what Current Purchasing Agent IV said, we observed that HP did submit this form. HP told us it requested copies of the mandatory bidding preference form from SBBC personnel, but it never received anything from them. Instead, in order to complete the 2023 and 2024 ITB proposals, HP retrieved and submitted the mandatory bidding preference form that it used during the 2019 computer devices ITB.
[35] According to RFP25-079's page 38 of 92, this is the Bidder/Proposer Assurance Statement, which states in the instructions that, "The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDDC Department requires documentation to confirm the Bidder/Proposer is a District Certified [E/S/V/M/WBE]. EDDC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission." (Exhibit 12)
[36] According to Current Purchasing Agent IV, around May 30, 2024, she discovered that the Florida Bidder's Preference special condition, along with its corresponding Attachment D were missing from the ITB24-236-1 packet. She requested guidance from the General Counsel's Office on whether the bid could proceed with this information missing. However, she did not provide a response to the General Counsel's Office request for more information and thus, she never received a response to her inquiry. According to her, she did inform J.A. about this issue, and, after several discussions, J.A. approved the posting of the recommendation to reject all bids. J.A. approved the posting on June 12, 2024. (Exhibit 13)

solicitations for technology computing devices and deployment services, Procurement's Former Strategic Sourcing Manager, and Former Purchasing Agent IV disagreed with the decision to use an RFP solicitation method and explained that computer devices and deployment services should be procured using an ITB solicitation method.

The first RFP was **RFP25-079** Windows Devices and Accessories, which Procurement released on September 20, 2024.

Unlike the ITBs for which the main driver for award was price, RFP25-079, like all RFPs, evaluated proposers that met minimum eligibility requirements by scoring them on different evaluation categories. RFP25-079's evaluation categories were: (1) experience and qualifications, (2) scope of services, (3) cost of services, and (4) Supplier Diversity Outreach Program ("SDOP") participation. (Exhibit 14)

The evaluation committee evaluated proposers for Experience and Qualifications, and Scope of Services & Performance Specifications. Procurement evaluated proposers on the Cost of Goods/Services. Finally, the RFP stated that representatives of SDOP would assign point values for the information provided; EDDC staff evaluated proposers on SDOP Participation. (Composite Exhibit 15)

Each category considered different types of information. For example, the criteria for "Proposer's Experience and Qualifications" included, in part, the company's number of years in business, any major milestones, proof of education certifications, and any other relevant qualifications. The company also had to provide financial statements for the past three years to demonstrate financial stability and capability as well as a minimum of three references, clients either past or current, for whom the proposer had provided technology computing devices in a K-12 environment. (Exhibit 16) Interviews and records the OIG sought but were not produced led the OIG to conclude that the evaluation committee members were not adequately instructed on how to score qualifications and experience, exposing the process to subjectivity and inconsistency and in contravention of best practices.[37]

HP was the primary awardee of RFP25-079's groups 1 and 2, laptops and desktops, for an estimated total of $60,426,170.00 annually over a five-year contract.

The second RFP was **RFP25-078** Technology Devices Deployment Services, which Procurement released on October 15, 2024. This RFP also had several criteria worth different points: experience and qualifications (maximum 25 points), scope of services (maximum 35 points), and cost of goods/services (maximum 20 points). Additionally, in accordance with SBBC Policy 3330, the Superintendent's Goal Setting Committee ("GSC") established an evaluation preference for prime bidders awarding a maximum of 20 Evaluation Preference points to EDDC Certified Prime

[37] According to NIGP, before issuing an RFP, the issuing agency must create an evaluation methodology by which it will evaluate the proposals it receives. The evaluation methodology should include evaluation criteria along with (1) how to weigh each criterion, (2) formulas or calculations to be used for scoring, and (3) responsiveness and responsibility requirements. Evaluation criteria and their weights must be stated in the RFP with enough detail to enable proposers to know what information to include in their proposal. *See* NIGP, Principles and Practices of Public Procurement, Request for Proposals (RFP), pp. 1-4..

Bidder/Proposer(s) for participation.[38] This category appeared as "Supplier Diversity Outreach Program Participation." (Exhibit 17)

However, like in RFP25-079, to proceed to evaluation, proposers first had to meet minimum eligibility requirements as of the opening date of the proposal. RFP25-078 required the proposer to have a warehouse physically located in the tri-county area and to have a minimum of 10,000 square feet of usable space. The warehouse also had to have been operational at the specified location for no less than one year before submitting the proposal. The RFP required documentation evidencing both the location of the warehouse and the duration of its establishment. Failure to provide such documentation disqualified the proposal. (Exhibit 18)

PPW uploaded its proposal for RFP25-078 to DemandStar on November 21, 2024. As the sole EDDC certified prime proposer among six proposers, PPW was automatically awarded all 20 EDDC points. Regarding the remaining five proposers, one was disqualified during the procurement review, and the other four were awarded EDDC points ranging from 7 to 9.

SBBC awarded RFP25-078, Technology Devices Deployment Services, Group 1 to PPW on September 16, 2025. On that same day, the SBBC executed a contract with PPW for deployment services for a term commencing on September 16, 2025, through September 15, 2030. Although the estimated cost of deployment for the term of the contract was $604,525.00 annually (Exhibit 19), SBBC records showed that, during a negotiation meeting on December 17, 2024, Procurement negotiated a lower price with PPW, amounting to approximately $540,625.00 annually (Exhibit 20).

The First Solicitation: After Lenovo Filed Its Notice to Protest the Award to HP, BCPS Staff Used a Pretext to Recommend that the School Board Reject All Bids

In October 2023, rather than renewing its existing contract with Lenovo, BCPS developed and advertised ITB24-236 for technology computing devices and deployment services. However, after BCPS posted the Award Recommendation on DemandStar on October 30, 2023, showing HP as the primary awardee and Lenovo as the first alternate awardee for Group 1, it never awarded the bid. Instead, on November 16, 2023, BCPS posted a revised Award Recommendation recommending SBBC reject all proposals and rebid the solicitation with revised specifications. On January 23, 2024, the School Board rejected all bids based on the Executive Summary, which cited the inadvertent omission of Chromebooks and Android tablets as the first reason the rejection of all bids was warranted. Our investigation determined that, after Lenovo gave notice of its intent to protest the laptops award to HP as the primary awardee, J.A. and J.P. agreed to reject the bids. Our investigation further revealed that the reason for rejecting the bids was that Lenovo appeared to have a viable basis to protest the award to HP, a basis that potentially could have directed the award to Lenovo.

At the outset, we found the Executive Summary's reference to the inadvertent omission of Chromebooks and Android tablets as a basis for rejection to be pretextual in nature, given the fact that BCPS records showed that J.P. and J.A. appeared to be aware of the omission before initially recommending HP for the award. On October 13, 2023, a School Board member emailed J.P. and the Former Deputy Superintendent, copying others, asking whether other platforms were being considered, as he had noted

[38] SBBC Policy 3330 provides that the GSC may reserve from 15 to 20 points of the total available evaluation points for award to a respondent that is a certified E/S/V/M/WBE firm.

that there appeared to be a formal solicitation that was currently active for Windows devices. The same day, the Former Deputy Superintendent added J.A. to the email string, and later that day, J.P. responded to both the Former Deputy Superintendent and J.A. In that email, he wrote in part that "this ITB is to replace the current ITB that covers Microsoft Windows devices" and that "we are currently having conversations to put out another ITB for Chromebooks from the same OEMs." (Exhibit 21)

This email showed that, at least two weeks before BCPS posted the October 30, 2023, Award Recommendation, J.P. was aware that ITB24-236 was just for Windows devices and that J.P. did not appear to be concerned about it. It also showed that, by that time, there were already ongoing discussions about putting out a separate ITB for Chromebooks and that J.P. shared this notion with J.A. at least two weeks before BCPS posted the award recommendation showing HP as the primary awardee for devices.

We showed M.B. the October 13, 2023, email thread between J.P., the Former Deputy Superintendent, and J.A. that highlighted J.P.'s reference to releasing another ITB for Chromebooks. He told us it was the first time he had seen the email thread. In light of the exchange in the email, he said he believed the Executive Summary's listed reason for rejecting the bids was inaccurate.

We spoke to J.P. about the circumstances behind the rejection of the bids for ITB24-236. Regarding the email from October 13, 2023, in which he stated that they were currently having conversations to put out another ITB for Chromebooks (Exhibit 21), J.P. said he did not have the timeline of deciding whether they were doing separate ITBs or a consolidated ITB. Notwithstanding, J.P. attempted to lead us to believe that rejection of the bids was warranted once he realized that the bid's specifications did not include the different devices. He told us that having an ITB with specifications that included all the device categories had been discussed for months. According to him, he remembered getting the results of the bid back and it did not have all the device types on it. He said that, once he found out the bid went out without all the other device categories, it needed to be pulled back to add the other categories.

Contrary to the TSS Director's statement to us that J.P. approved the specifications for ITB24-236, J.P. told us that the specifications for the ITB were not sent to him for approval prior to its advertisement. He also told us that he asked M.B. about the specifications, but M.B. replied that he had neither seen them nor approved them. J.P.'s claim that he did not receive the specifications for approval was at odds with M.B.'s statement to us that J.P. approved specifications for all ITBs.

Furthermore, after J.P. denied approving the specifications in his OIG interview, we showed him that the TSS Director emailed the draft bid summary sheet and draft ITB to him on September 27, 2023 (Exhibit 22). J.P. then stated that he did not remember approving it; he noted that, while it was possible, his recollection was that he did not approve it. The OIG later found that J.P.'s secretary emailed the TSS Director letting him know that J.P. approved the solicitation documents, which included the specifications but did not include Chromebooks or Android-based tablets listed as devices to be procured. (Exhibit 23) Thus, our investigation revealed that, contrary to what J.P. would have us believe, the omission of the Chromebooks was neither critical nor inadvertent. Moreover, it was not a factor that warranted the rejection of all bids, because, as J.P. had written on October 13, 2023 (Exhibit 21), the option of issuing another ITB for Chromebooks was already under consideration.

According to the TSS Director, at J.P.'s direction, he and the TSS Assistant Director approved the Executive Summary's Background/History, where the omission of Chromebooks and Android tablets was stated as the primary reason for rejecting all bids. J.A. was in the chain of approval for this Executive Summary. We determined, and BCPS employees involved with ITB24-236 confirmed, that the stated reason was not the real reason for the recommendation to reject all bids.[39] Instead, BCPS employees recommended the rejection of all bids upon their realization that HP's disqualification would make Lenovo the next lowest responsive and responsible bidder. As the Former Procurement Director put it, staff did not want to award Lenovo the contract. But they could not write that on the Executive Summary.

As recounted above, on November 2, 2023, a Lenovo representative submitted to BCPS a Notice of Intent to Protest ITB24-236 over SBBC's award of ITB24-236's Group 1 Laptops to HP as the primary awardee. On November 10, 2023, Lenovo provided a letter to the Former Procurement Director stating that the awarded vendor, HP, submitted a non-responsive bid as it did not meet certain specifications and, therefore, it was ineligible for the award of the Group 1 contract. (Exhibit 8) Lenovo requested an opportunity to discuss its concerns with SBBC to reach an amicable resolution, as it preferred not to pursue a protest with SBBC.

Former Procurement Director and other BCPS staff had a telephone call with Lenovo about its intent to protest the award. On November 15, 2023, Former Purchasing Agent IV arranged a Microsoft Teams meeting with SBBC's Office of the General Counsel, the Former Procurement Director, and J.P., among others, to discuss the viability of Lenovo's intent to protest. (Exhibits 24 and 25)

According to the Former Procurement Director, the result of that meeting was that Lenovo was correct in its assessment that, given HP's response to the solicitation, HP did not qualify as the awardee for Group 1.

The next day, November 16, 2023, J.A. emailed J.P. and asked if he agreed with telling Lenovo that they will reject all bids. J.P. replied that he agreed and added that he would like to rework the ITB to include Chromebooks before putting it back out. (Exhibit 26)

The Former Procurement Director and Former Strategic Sourcing Manager separately told the OIG that they believed that Procurement's recommendation to reject all bids stemmed from BCPS staff's discussion regarding the viability of Lenovo's protest. BCPS staff agreed with Lenovo's position that HP was disqualified from the award. However, as Lenovo was the next lowest responsive and responsible bidder, disqualifying HP meant Lenovo could be the primary awardee of Group 1.[40]

But, considering what the former BCPS staff members told us, awarding the contract to Lenovo did not appear to be a popular idea among IT staff. The Former Procurement Director recounted that, sometime during or after BCPS staff met to discuss Lenovo's intent to protest, she told J.A. that BCPS should award the contract to the next lowest-priced responsive and responsible bidder and J.A.'s response was, "No . . . Lenovo no no, Lenovo was no." She also told us that J.A. did not mention anything about Chromebooks or Android tablets being omitted.

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[39] Additionally, the Former Procurement Director, Former Strategic Sourcing Manager, and Former Purchasing Agent IV all thought that BCPS could have just created a separate solicitation to procure the Chromebooks.
[40] The OIG noted that Lenovo was, indeed, the next lowest-priced responsive and responsible bidder for Group 1 laptops.

Moreover, the Former Procurement Director told us that she had many conversations about Lenovo with IT staff, including with J.P., and "there was just a hard stop on Lenovo." She told us the TSS Director, J.P., the TSS Assistant Director, and some School Board members referred to Lenovo devices as "Le no no's." Finally, the TSS Director shared that he and J.P. had conversations about School Board members not wanting to continue working with Lenovo because of comments from students' parents about laptops breaking.[41, 42]

Thus, our investigation determined that BCPS did not reject the bids for ITB24-236 because of some sort of critical error or omission that warranted the negation of the entire solicitation. Instead, it appeared that certain BCPS staff opted to start over rather than recommend awarding the contract to Lenovo, given that Lenovo appeared to have viable grounds to file a formal protest.

The Second Solicitation: After Efforts to Steer Some Work to PPW Failed, BCPS Staff Recommended That the School Board Reject All Bids Based on a Technical Deficiency

On February 8, 2024, Former Purchasing Agent IV advertised ITB24-236-1 on DemandStar. The OIG's review of ITB24-236-1 showed that IT staff revised some specifications for Group 1 Laptops from the specifications in ITB24-236.[43] BCPS staff added a group for Android tablets and, after initially listing the Chromebooks as part of Group 1 with laptops, added a separate group for Chromebooks through an addendum. SBBC received 14 bids for ITB24-236-1.[44] Former Purchasing Agent IV opened the bids, and FCI was the lowest bidder in Groups 1, 2, and 3.

However, the School Board did not award this bid, either. J.A. recommended that the School Board reject all bids at the July 23, 2024, regular School Board meeting. Our investigation determined that J.A.'s recommendation followed conduct by D.M., her direct report, and bidder PPW that occurred between the time of the bid opening and the time of the award recommendation for ITB24-236-1. Although this conduct did not violate the law, it amounted to a failed attempt to steer part of the work to PPW.[45]

1. *J.A.'s Alleged Call to FCI's Owner*

FCI was one of the companies that submitted a bid for ITB24-236-1. FCI's Owner, who was also the president of FCI, told the OIG that, in or around early June 2024, J.A. called and told him that Brian Farrell, the owner of PPW, would be reaching out to him. FCI's Owner told the OIG that she recommended PPW as a vendor with whom FCI's Owner should work for minority vendor participation.[46] FCI's Owner said that, when J.A. said he should work with Mr. Farrell, he took that to

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[41] The TSS Director told the OIG that Lenovo's breakage rate during the pandemic was no different than anywhere across the country. He was not aware of any complaints from IT to Procurement about Lenovo's devices.
[42] We requested any and all performance monitoring complaints sent to Procurement concerning Lenovo and its contract, ITB FY20-123. BCPS stated these records were not found.
[43] The TSS Director told the OIG some of the specifications that changed for the laptops included increases to RAM and the version of the operating system from Windows 10 to Windows 11.
[44] BCPS received 15 responses in total, 14 of which were bids, and one was a statement of no bid.
[45] We found that Mr. Farrell's conduct violated SBBC Policy 3800, Sec. VIII, Cone of Silence.
[46] Additional points were not awarded for minority participation in a response to an ITB; however, bidders were required to subcontract to a certified ESVMWBE to be deemed responsive. At the time of this ITB, PPW was so certified, and FCI had included an EDDC-certified subcontractor in its bid.

mean that he should hire PPW as a subcontractor for the ITB under evaluation. FCI's Owner described the conversation with J.A. as "like a muscle almost" and confirmed he meant that J.A. was muscling him. When we interviewed the Former Procurement Director, she said that FCI's Owner called her after the bids were rejected, seeking advice on obtaining a protest attorney. According to her, he told her that J.A. and Mr. Farrell called him and that D.M. texted him in an effort to substitute PPW for his proposed subcontractor.

2. *Mr. Farrell's Contacts with FCI's Owner*

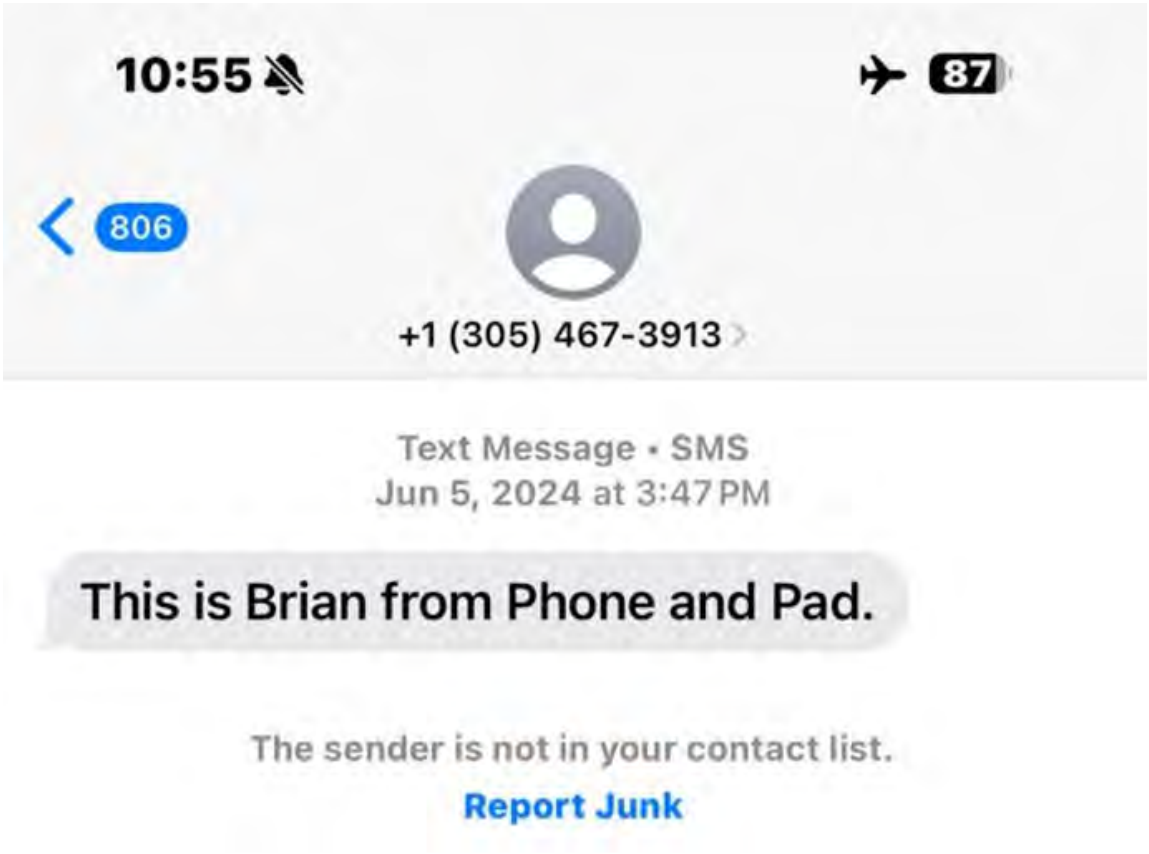
FCI's Owner told us that, shortly after J.A.'s call, Mr. Farrell, who was a member of SBAC and who also bid on ITB24-236-1, called FCI's Owner. In short, FCI's Owner said Mr. Farrell contacted him several times, because he wanted FCI's Owner to hire PPW as a subcontractor for ITB24-236-1's Group 3 Deployment services.

Specifically, as related to us by FCI's Owner, Mr. Farrell told FCI's Owner that he (FCI's Owner) won the bid and he (Mr. Farrell) wanted FCI's Owner to substitute Mr. Farrell's company, PPW, for the subcontractor that FCI's Owner had listed in his ITB submission.[47] FCI's Owner told us that Mr. Farrell kept "blowing [him] up" after he said no. FCI's Owner also recalled hearing from Mr. Farrell that the BCPS Supplier Diversity Department was involved in the substitution of subcontractors and that its representatives would visit his office. FCI's Owner told the OIG that he inferred from Mr. Farrell's tone that Mr. Farrell and J.A. were very close. According to FCI's Owner, Mr. Farrell told him that he and J.A. had previously worked together in Miami and Palm Beach.

FCI's Owner recalled the conversation with Mr. Farrell being along the lines of "if you want this, you need to hire me." FCI's Owner said that, because Mr. Farrell was so pushy during one of the conversations, he ignored Mr. Farrell's calls and told his staff to do the same. However, he answered one or two of Mr. Farrell's other calls. During the last call, he felt that Mr. Farrell was "muscling" him. FCI's Owner told the OIG that he recalled Mr. Farrell saying, "It's my fifth time calling you, I ain't gonna call you again, you need to change your application, put me on there as the subcontractor."

The OIG confirmed that Mr. Farrell reached out to FCI's Owner on June 5, 2024, via text message. FCI's Owner provided us with a screenshot of the text that he received from Mr. Farrell on this date, as shown in OIG Figure 2 below.

[47] One of the required documents in connection with ITB24-236-1 was BCPS Form 00470 titled "Statement of Intent to Perform as an S/M/WBE Subcontractor," in which, at the time, a certified small/minority/women business enterprise confirmed its intent to subcontract with the prime bidder submitting the bid; submission was required to validate participation in the Supplier Diversity Outreach Program. Retrieved March 19, 2026, https://www.browardschools.com/bcps-departments/economic-development-opportunities-compliance-edoc/contract-compliance.



OIG Figure 2: Screenshot of text message from Mr. Farrell to FCI's Owner on June 5, 2024 (excerpt from Exhibit 27)

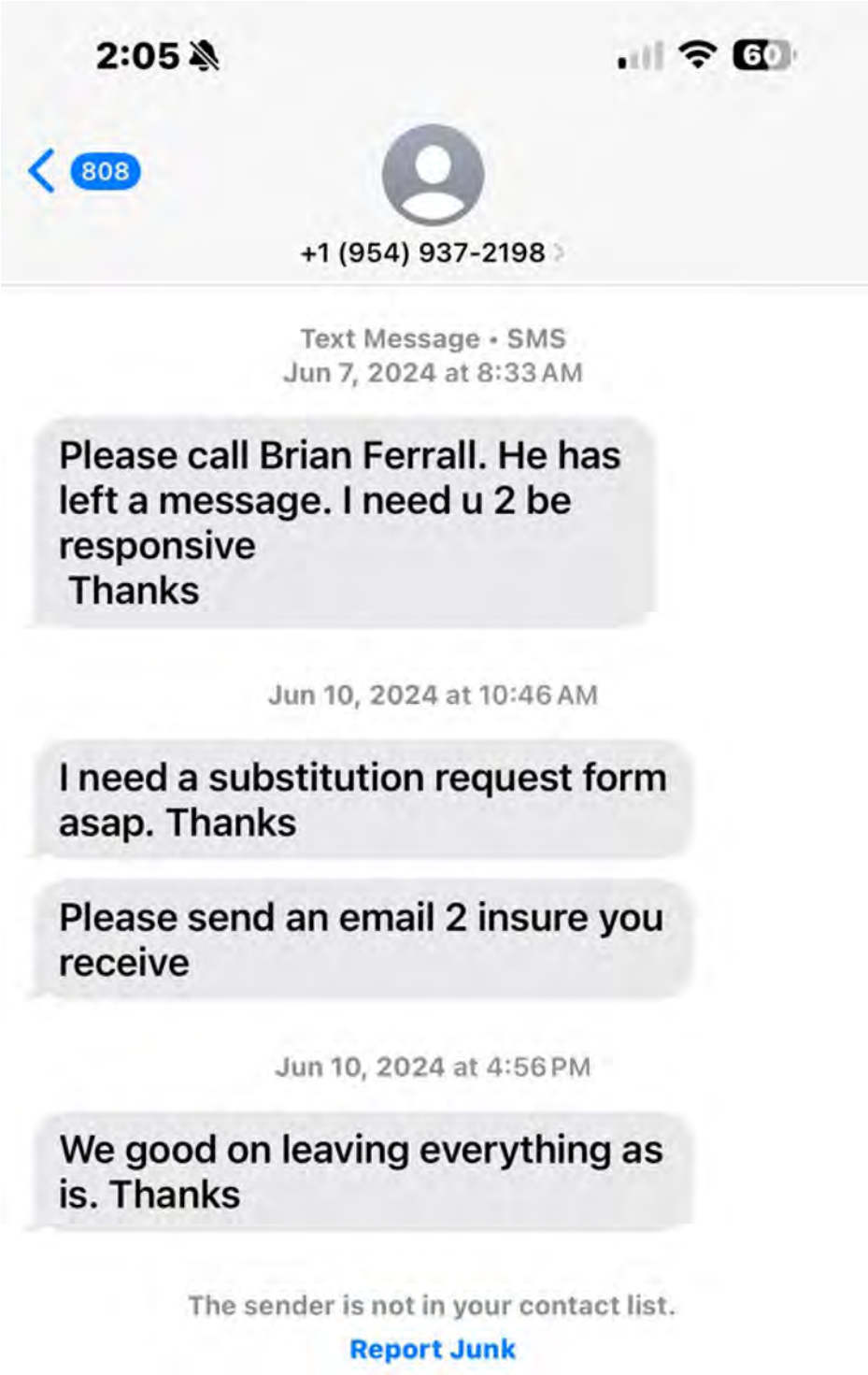
The OIG also observed a two-minute call from Mr. Farrell's personal telephone number to FCI's toll-free telephone number on June 5, 2024, at 2:38 p.m., as shown in OIG Figure 3 below.

Bill Date	Account Number	Detail for MDN	Date	Time	Number	Origination	Destination	Min.
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	2:38 PM	800-223-5435	Pembroke P, FL	Toll-Free, CL	2

OIG Figure 3: Excerpt from Mr. Farrell's phone records (Exhibit 28)

3. D.M.'s Contacts with FCI's Owner

FCI's Owner also told us that, around the same time that Mr. Farrell was contacting him, other individuals associated with BCPS tried contacting him. FCI's Owner provided us with a screenshot of texts he received between June 7, 2024, and June 10, 2024, from a number he did not recognize. That screenshot is depicted below:



OIG Figure 4: Screenshot of text messages to FCI's Owner (excerpt from Exhibit 29)

FCI's Owner related to us that, after he stopped answering Mr. Farrell's calls, two individuals, whom FCI's Owner believed to be associated with BCPS Supplier Diversity, visited his office. The visit was captured on Ring video footage, which he confirmed took place on June 11, 2024. However, FCI's Owner was not there. FCI's Owner believed the visitors were from BCPS Supplier Diversity because Mr. Farrell told him they would come to his office and told him that the change FCI's Owner needed to make was in the "Supplier Diversity" category. Also, he said they came that day because the two visitors had a 2:00 p.m. deadline to meet to have him make changes to his ITB.[48]

The OIG obtained a copy of Ring doorbell[49] footage from FCI's Owner's office for June 11, 2024, which, along with interviews of the visitors, corroborated FCI's Owner's account that two visitors from EDDC came to his office.

Our investigation determined that it was D.M., who was then BCPS's EDDC Officer, who texted FCI's Owner between June 7, 2024, and June 10, 2024, as shown in OIG Figure 4 above. The OIG also found that it was she and one of her subordinates at the time, the Current EDDC Officer,[50] who attempted to contact FCI's Owner at his office on June 11, 2024, the day after her last text message to FCI's Owner.

4. J.A.'s, Mr. Farrell's, and D.M.'s Accounts of Their Contacts With FCI's Owner

According to J.A., she did not remember speaking to FCI's Owner in early June or at any other time. She offered that, if she did speak to him, the first time would have been on June 27, 2024. She said this after she looked at telephone records that OIG staff showed her, which reflected a 25-second call from J.A.'s BCPS-assigned telephone number to FCI's Owner's telephone number, followed by an almost four-minute phone call from FCI's Owner's telephone number to J.A.'s BCPS-assigned telephone number. Relevant AT&T call detail records are summarized in OIG Table 1 below:

OIG Table 1:
Calls Between J.A.'s Telephone Numbers and FCI Owner's Telephone Number
June 27, 2024[51]

	Conn Date Time (UTC)	Originating Number	Terminating Number	Elapsed Time
1	6/27/2024 16:01:46	J.A.'s BCPS-Assigned	FCI Owner's	0:25
2	6/27/2024 17:05:37	FCI Owner's	J.A.'s	3:48
3	6/27/2024 17:05:38	FCI Owner's	J.A.'s	3:49

[48] Notably, when telling us about his contacts with Mr. Farrell, he recounted Mr. Farrell wanting him to switch out his (FCI's Owner's) subcontractor by two o'clock.
[49] Ring is a company that sells video doorbells, security cameras, and subscription plans. Its products operate remotely using the Ring app online and have the capacity to record. Retrieved August 8, 2026, https://ring.com/support/articles/03vq7/Ring-Video-Doorbell-and-Security-Camera-Frequently-Asked-Questions?srsltid=AfmBOoqV_8eltMLnac8gavBmYHYif8gbFQByeIqDXIhBOoTpzu7cgKA-.
[50] In 2025, the Current EDDC Officer replaced D.M. in her role as EDDC Officer when she retired.
[51] Calls 2 and 3 appear to be duplicate entries. Duplicate entries in AT&T landline Call Detail Records for a single phone call often happen because of network handoffs, billing system retries, or separate records for call origination and termination.

Although she did not remember calling FCI's Owner on June 27, 2024, she speculated that she may have been trying to set up a meeting to discuss his bid protest.[52] She was aware of D.M. and the Current EDDC Officer's visit to FCI's office to verify the place of business and recalled that D.M. told her that she could not get in and that she was unable to verify if it was a true place of business as it did not seem like an office setting but seemed like a warehouse. She said that D.M. came back and told her that FCI's Owner was not there.

For his part, Mr. Farrell denied that he asked FCI's Owner to switch the subcontractor listed on FCI's bid for deployment services to PPW. He told us that he reached out to FCI's Owner when FCI's Owner won the bid to see if they could "partner." Mr. Farrell told the OIG that he called and texted FCI's Owner, but he did not believe they spoke on the phone, because FCI's Owner never reached back to him.

Mr. Farrell said his attempted contact with FCI's Owner was related to whichever bid FCI's Owner was awarded and occurred before BCPS rejected the bid. He told us he did not know FCI's Owner already had a subcontractor listed on his bid. According to him, he knew FCI's Owner was the lowest bidder because FCI's Owner's name was displayed somewhere. He said he believed his name appeared as the awardee on a public document, possibly DemandStar, before BCPS rejected the bid. Mr. Farrell did not believe that anyone gave him FCI's Owner's phone number and that he found his personal phone number online.

Moreover, Mr. Farrell told us he knew D.M. from her time working in Miami-Dade County. He also knew J.A. from her time as Small Business Director in M-DCPS. Mr. Farrell told the OIG that D.M.'s June 7, 2024, text message that read, "Please call Brian Ferrall. He has left a message. I need u 2 be responsive Thanks," was part of his effort to get FCI's Owner to hire him. Mr. Farrell said he believed he asked D.M. to reach out to FCI's Owner on his behalf and that D.M.'s text message was about trying to get FCI's Owner to call him back. Mr. Farrell told the OIG that he did not believe J.A. told him to call FCI's Owner or try to set up an arrangement with him. He said he did not believe he spoke to J.A. about that at all.

To hear Mr. Farrell tell it, there was no ill intent behind his efforts to get in touch with FCI's Owner; he was just trying to work with FCI's Owner after seeing FCI's Owner's name as the lowest bidder somewhere. He said he believed he saw a document showing BCPS had awarded the bid to FCI, perhaps on DemandStar, before BCPS rejected the bid.

The OIG determined this to be untrue, as Mr. Farrell could not have seen a document on DemandStar or any other publicly available document showing BCPS having awarded the bid to FCI. BCPS records did not show it ever recommended the bid for award.[53]

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[52] On June 17, 2024, after Procurement posted a notice recommending that all bids be rejected, FCI, through its attorney, sent SBBC its Notice of Intent to Protest ITB24-236-1. (Exhibit 30) On June 27, 2024, FCI served its Formal Written Protest to SBBC. That same day, J.A. called FCI's Owner. According to FCI's Owner, during that conversation, J.A. asked him, "Why would we hire you, you're suing us. That don't make sense." He told the OIG he believed that she was questioning why they would hire him for future bids. FCI's Owner subsequently withdrew his protest.

[53] SBBC's email records showed that, after the bids were opened, Former Purchasing Agent IV sent bidders verification questions developed by IT staff to clarify bidders' responses to ITB24-236-1's specifications. As of May 23, 2024, IT staff were still waiting to review the bidders' responses to these questions. Moreover, on October 15, 2025, BCPS's Public Records Office responded to the OIG's request for confirmation of whether an ITB tabulation for ITB24-236-1 existed with "N/A – Bid Rejected."

However, Mr. Farrell got the information somewhere. On May 2, 2024, Former Purchasing Agent IV internally sent a price breakdown to BCPS IT staff during the Cone of Silence.[54] (Exhibit 31) Former Purchasing Agent IV sent two emails on April 29, 2024, to the Advocacy & Compliance Coordinator, copying D.M., that had the bid proposals attached, which included the prices. (Exhibits 32, 33) On May 17, 2024, The TSS Director sent the May 2, 2024, email containing the price breakdown as an attachment to BCPS staff, including J.A. and J.P who were copied, as discussed in subsection 5, below.

The price breakdown was not posted on DemandStar. Thus, it stands to reason that a BCPS staff member with access gave Mr. Farrell that information via an unauthorized disclosure during the ITB's Cone of Silence, which did not end until July 23, 2024. These circumstances show that Mr. Farrell's conduct, including having D.M. contact FCI's Owner during the Cone of Silence, was not innocuous, in that Mr. Farrell obtained information not officially disclosed to the other bidders and used this information in an attempt to secure work on the bid.[55]

D.M.'s proposed explanation for her conduct was altogether unconvincing. She told us that, when she was with BCPS, she was the EDDC director, but we determined that her title was EDDC Officer. She reported to J.A., whom she believed was the operations manager overseeing the EDDC, Procurement, and Business Services departments. J.A. was also her supervisor when they were both with M-DCPS.

Before we asked D.M. about the Ring video and her texts to FCI's Owner, we asked her if she remembered going to FCI's principal address. She told us she might have sent staff to the office. She sent staff to a business if there was a question about whether the business was local. She said she had done that two or three times.

We also discussed the topic of EDDC staff's contact with bidders after they submitted their bids. She told us there was no reason for any EDDC staff to be involved with the solicitation or to communicate with bidders after vendors submitted their bids. She explained, "because it's under the Cone, so you can't really communicate at all . . . until it's passed by the Board." D.M. told us that BCPS sent a list of all the bids in the Cone of Silence every week to EDDC staff. She also told us that, if a bidder contacted EDDC staff after a bid was submitted, EDDC staff directed the bidder to speak with the purchasing agent. She also said she did not know when Procurement issued a solicitation.

After we showed her the Ring video, D.M. told us that she and the Current EDDC Officer visited FCI so that she could verify it was a local Broward County business. According to her, FCI's Owner visited her office in the past and provided her with a marketing packet indicating he was not local. As she questioned whether he was in fact a local business, she went to his office for verification.

The public records office did not provide documentation showing that any bid tabulation or award recommendation was posted for this ITB.

[54] SBBC's Policy 3800, last amended on May 21, 2024, defines the Cone of Silence as a period of prohibited communications regarding a competitive solicitation after the release of a competitive solicitation to the general public and continuing through the School Board's approval of an award under the competitive solicitation or the rejection of all bids or proposals.

[55] The OIG did not find that Mr. Farrell committed bid tampering or bribery under Florida Statutes as he did not fit into the definition of a "public servant." A "public servant" is defined as "Any officer or employee of a governmental entity, including any executive, legislative, or judicial branch officer or employee; . . ." Fla. Stat. Secs. 838.014(7), 838.015, and 838.22.

The Current EDDC Officer said that he rarely saw prime vendors or subcontractors come into the EDDC office to talk to staff and, when they did, it was generally to resolve payment disagreements. He said he never saw prime vendors or subcontractors drop off marketing material at the EDDC.

But more instructive is what he told us about site visits. Prior to being asked about his June 11, 2024, visit to FCI, he told the OIG that his role at the EDDC was similar to his role at M-DCPS except for site visits. He stated that M-DCPS conducted proactive on-site visits to verify that prime contractors were using certified subcontractors, whereas BCPS EDDC did not conduct compliance-related site visits at all. He further stated that, regarding certification, EDDC verified that applicants were located in the tri-county area by checking Sunbiz.org and reviewing their business tax receipts. He normally instructed his staff to contact applicants by phone to verify that their business was in the tri-county area. He stated that due to lack of staff, the EDDC did not conduct site visits. Later, after being shown video evidence of a purported site visit, he added that EDDC did not conduct site visits unless it was actively processing a certification application.

But we knew that could not be the case on June 11, 2024, as SBBC did not have any record of FCI's Owner or FCI ever applying to be EDDC certified. Thus, it appeared that the reason that D.M., the EDDC Officer at the time, went to FCI had nothing to do with verifying FCI's location for EDDC certification purposes.

When we asked the Current EDDC Officer about his June 11, 2024, visit to FCI, he said he remembered that D.M. asked him to go to FCI's Owner's office with her. He stated that she just asked him to come along to check if FCI's Owner had a physical office, but he was not sure what prompted her to visit FCI's Owner's office.

D.M.'s attempts to explain her texts to FCI's Owner (OIG Figure 4, above) were just as ineffective as her efforts to explain her visit to FCI's office. As to her June 7, 2024, text message to FCI's Owner, D.M. confirmed that the number it came from was hers. But she could not recall if she sent the text, stating, "I might have, I don't know. It look like it came from my number, but I don't know." After we told her the text was to FCI's Owner, she said FCI's Owner must have come to her office looking for a small business to do work and maybe she referred him to Mr. Farrell. She also said that FCI's Owner may have been trying to get certified. D.M. had no explanation for the timing of the text being during the Cone of Silence because, according to her, she would never talk to people if she knew there was a Cone of Silence.

Nor could D.M. explain her June 10, 2024, text to FCI's Owner indicating she needed a substitution request form "asap." She claimed that she did not know what this form was and claimed that she would not need this form as it was unrelated to the EDDC's function. After initially speculating someone must have asked her for the form, she told us she believed someone told her he or she needed the form. But she could not recall who asked her to obtain the form. She did not believe it was anyone above her like her direct supervisor, J.A.[56]

[56] During J.A.'s interview with the OIG, she said that a substitution form was used when a subcontractor was not working out and needed to be replaced with a similar subcontractor to maintain compliance with an API goal, but it did not make sense to use a substitution form on a new bid, as subcontractors could not be changed while a bid was open. She explained that substitutions were not possible while the bid was pending the award recommendation, as modifications could not be made after the bid opening and evaluation processes, and that substitution request forms were usually used after the bid was awarded and during the implementation phase.

Although D.M. claimed to have no recollection of the text or the circumstances surrounding it, she denied that the substitution request form was related to FCI's Owner substituting his subcontractor on his ITB24-236-1 bid. This was despite FCI's Owner and Mr. Farrell telling us that D.M.'s efforts to contact FCI's Owner were associated with Mr. Farrell's attempt to have FCI's Owner hire PPW as FCI's subcontractor for the bid. But, according to her, she was just trying to help the two work together.

As to her June 10, 2024, text telling FCI's Owner about leaving everything "as is," D.M. said she thought that the text message meant that whatever she needed did not happen.

Finally, D.M. described the timing of her attempted contact with FCI's Owner and the ITB24-236-1's recommendation for rejection as "coincidence." But considering (1) that the recommendation followed D.M.'s and Mr. Farrell's communications with and attempts to contact FCI's Owner, (2) FCI's Owner's refusal to hire PPW as its EDDC-certified subcontractor for ITB24-236-1, and (3) our review of phone records that showed that D.M. communicated with Mr. Farrell on June 5, 2024, June 7, 2024, June 10, 2024, June 11, 2024, and June 14, 2024, we cannot agree that the June 13, 2024, recommendation to reject all the bids in ITB24-236-1 was mere "coincidence."

The Former Procurement Director corroborated FCI's Owner's account. According to her, FCI's Owner called her after the rejection of all bids. The Former Procurement Director separately told the OIG that FCI's Owner told her that he had a conversation with J.A. who said that, if he did not change his subcontractor to Mr. Farrell, he would not get the bid. According to her, FCI's Owner did not agree to change anything, and that was when BCPS posted the rejection of all bids. She said that FCI's Owner told her that, before all the bids were rejected, he received a text from Mr. Farrell to call him and, during the same week, D.M. also texted him. She further told the OIG that FCI's Owner said that D.M. showed up at FCI's office and that there was a Ring video showing D.M. and a gentleman there.[57] Although the Former Procurement Director never saw the video, FCI's Owner described the people in the video to her, and she told him that the woman might be D.M. FCI's Owner told her that D.M. sent him a text essentially saying that, before they made the recommendation to reject all bids, he needed to change his subcontractor to Mr. Farrell's company and then they would award him the bid.[58, 59]

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[57] FCI's Owner told the OIG that he did not know who visited FCI's office but believed they were BCPS's "supplier diversity" representatives because Mr. Farrell told him they would visit his office and the category he needed to change would be "supplier diversity."

[58] FCI's Owner told the OIG that he did not know who sent these text messages, but he believed they were related to hiring PPW as his subcontractor.

[59] The Former Procurement Director did not know how FCI's Owner could have changed his subcontractor because, once the bidder submitted the bid, the bidder must be awarded with that subcontractor. However, because BCPS accepted responses on paper, Procurement could have swapped the documents or claimed the bidder changed it. She felt that J.A. or D.M. could have claimed that the bidder changed its subcontractor and that no one would question that. BCPS had an EDDC form that could allow a vendor to change its subcontractor, but the form could only be approved by EDDC after the bid was awarded. The prime bidder must complete this form to request a change in subcontractor. She said it was possible that FCI's Owner could have signed the form and agreed to the change, and then the form could have been submitted for processing after the award. She also said that the subcontractor change did not need School Board approval.

5. *J.A. Recommends the Rejection of All Bids at the July 23, 2024, School Board Meeting, During Which Meeting the School Board Was Misled About Staff's Knowledge of the Bid Amounts*

The School Board took up the recommendation to reject all bids in ITB24-236-1 at the July 23, 2024, School Board meeting. The Executive Summary read,

> If the Board votes "Yes," Procurement & Warehousing Services (PWS) will be able to address previously omitted mandatory conditions outlined by Florida State Statute. Additionally, PWS will issue new solicitation requests utilizing a different procurement method, Request for Proposal, which will be better tailored to the type of services/products being sought. These solicitations will entail more precisely defined requirements by product category, thereby reshaping the current process and protecting the best interests of The School Board of Broward County, Florida (SBBC).

The Executive Summary specified, "One of the mandatory conditions outlined by the Florida Statute was inadvertently omitted from the ITB." (Exhibit 11)

During the July 23, 2024, meeting, J.A. told the School Board that she personally recommended the rejection, citing "errors and missteps." As described above, Current Purchasing Agent IV told us that the form referenced in the General Conditions section of ITB24-236-1 was not included in the ITB and, thus, none of the bidders were able to complete and submit this mandatory form. The OIG observed that the same form was missing from ITB24-236.

Some School Board members expressed concerns with the recommendation to reject all bids. One questioned whether a short list or ranking was done in the bid. J.A. noted that since the solicitation was an ITB, an evaluation committee was not assembled, however, she was not sure if the purchasing agent looked at the priced options that were proposed. She then asked M.B. whether he had staff that looked at the price points. He replied that the technology division staff did not have access to any ranking as far as the bid was concerned.

The same School Board member also asked if staff could confirm that the 14 responses received were not opened or reviewed prior to deciding to recommend the rejection of all bids. M.B. responded that, "from a technology perspective," they did not. J.A. responded that the purchasing agent might have, but if the purchasing agent did, "they did not share that information."

J.A. told the School Board that she recommended the rejection of all bids because of "errors and missteps," vendors' confusion, the need to "get this right," and ensure they are "operating with a sense of transparency and integrity." She also informed the School Board that the ITB had over six addendums and that there was a lack of clarity for EDDC forms.

Another School Board member voiced his concerns to J.A. over the repeated rejection of all bids, suggesting possible bid tampering, stating, "…it feels like we're trying to funnel a specific vendor and that's why we keep going out to get things right."

J.A. assured the School Board that there was no bid tampering. She went on to tell the School Board that she recommended using the RFP method for this procurement because they wanted to make sure they look at, for instance, past experience. Her concern was that if they went on just price, the vendor might offer the lowest price, but they would not know whether that particular vendor could service a district of BCPS's size.

The School Board ultimately accepted the recommendation and voted to reject all bids.

School Board members' concerns about the timing of the recommendation to reject all bids and overall questions on access to bid results were well-placed. Given our investigation's finding about who had access to the bid results, J.A.'s assurance that, if the purchasing agent opened or reviewed the responses, "they did not share that information" and M.B.'s statement that technology division staff did not have access to any ranking were more than concerning.

The TSS Director told the OIG that, as a matter of practice, Former Purchasing Agent IV shared the entire bid response for each bidder with him and his team so that they could prepare a Financial Analysis Worksheet ("FAW"), allowing for their access to each bidder's price points. Furthermore, we observed several emails contradicting J.A.'s and M.B.'s statements to the School Board about access to bid results. Specifically,

- two April 29, 2024, emails from Former Purchasing Agent IV to the Advocacy & Compliance Coordinator, copying D.M. , that had the bid proposals attached, which included the prices (Exhibits 32, 33);

- a May 2, 2024, email from Former Purchasing Agent IV to the TSS Director and other TSS employees providing a ranked price breakdown of all proposals BCPS received. This breakdown showed FCI as the lowest priced bidder for Groups one through three (Exhibit 31);

- a May 6, 2024, email from the TSS Director sending the same price breakdown to J.P., M.B., and an IT executive director. The body of this email also informed the recipients that one of the attachments was an email Former Purchasing Agent IV shared with IT regarding the initial pricing breakdown (Exhibit 34); and

- a May 17, 2024, email from the TSS Director to Current Purchasing Agent IV, copying J.A., M.B., J.P., and others, that had the price breakdown of ITB24-236-1 as an attachment (Exhibit 35[60]).

These emails established that the TSS Director, J.P., M.B., J.A., and D.M. all had access to the prices bid by all vendors for ITB24-236-1 and were on notice of information that established FCI was the lowest bidder for Groups one through three prior to any award being posted.

[60] In the preliminary version of this report, Exhibit 35 presented as a May 17, 2024, email with links to attachments, the first of which was an email titled, "Price Breakdown – ITB24-236-1 – Technology, Computing Devices, Access, & Deployment" dated May 2, 2024, that was relevant to the finding that J.A., M.B., J.P., and others were sent the price breakdown of ITB24-236-1; however, that attachment did not present in Exhibit 35 itself. For this Final Report, the OIG expanded that attachment and included it as part of Exhibit 35.

During his interview with the OIG, we asked M.B. why he would tell the School Board that the technology division staff did not have access to any price points, given emails showing otherwise. He told us that he thought they were asking him questions related to Procurement. According to him, he did not know whether Procurement had any rankings available to them that he had not seen. We fail to see how one could misunderstand such direct questions as whether a ranking was done or whether he had staff that saw price points, but such was his implausible contention.

J.A. said in her OIG interview that she believed she was asked by the School Board whether she ever saw the pricing, and she told them, "No." J.A. pointed out that she was not copied on the May 2, 2024, email discussing the price breakdown (Exhibit 31), adding, "This is my first time ever seeing this document and seeing this pricing." She clarified that her role did not involve viewing bid pricing or opening bids.

Regarding the email that she was copied on and had the price breakdown attached (Exhibit 35), she again said that she was seeing the prices for the first time during her interview with the OIG.

As to why she recommended the use of RFPs for the next solicitation, J.A. said that the use of an RFP solicitation versus the ITB solicitation was a preference. J.A. remembered several concerns that Current Purchasing Agent IV raised regarding the solicitation, including numerous vendor inquiries, the Florida bidder preference, and the local preference, all of which prompted Current Purchasing Agent IV to recommend starting the process over. J.A. said that, at some point, she and Current Purchasing Agent IV discussed that the ITB should probably have been broken up and that it should have been an RFP, because the solicitation was not as cut and dry as just evaluating price, and it caused substantial confusion when it came to handling vendor questions and answers. Current Purchasing Agent IV was the proponent of their decision to reject the bids. She said they knew that would be a hardship because BCPS had not been able to refresh devices for years and ultimately it was hurting the students; however, they were trying to do the right thing to have transparency and integrity. She recalled speaking to everybody because they knew it would be a difficult decision to make.

But according to the Former Procurement Director, Former Purchasing Agent IV, and Former Strategic Sourcing Manager, the use of an RFP for the procurement of computer devices and corresponding deployment services was not the correct competitive solicitation method to use. Using an RFP procurement method gave the opportunity for a more subjective selection of the awardee and, in their view, an ITB was the correct procurement method for the purchase of computer devices and deployment services. The OIG found that their assessment of using an ITB procurement method for the purchase of computer devices and deployment services also aligned with the definitions outlined in SBBC's own Purchasing Policy and NIGP's best practice for the use of ITBs and RFPs.[61]

[61] We considered whether J.A. or D.M. violated SBBC Policy 7550, Standards of Ethical Conduct, but that policy was first adopted on August 19, 2025, after the events reported here, and does not include any standard of conduct we could have applied to these facts, except perhaps "to take responsibility and be accountable for his or her acts or omissions" and "to avoid . . . any appearance of impropriety." We also reviewed the requirements of SBBC Policy 3800, Purchasing Policy, Section XIII, Purchasing Principles, but that does not address the conduct of BCPS personnel who communicate with proposers during the Cone of Silence period, and it does not address the conduct of BCPS personnel who make misrepresentations or material omissions to the School Board.

The Third Solicitation: After Submitting a Forged Document as Part of His Winning Proposal, Mr. Farrell Ultimately Won the Deployment Services Solicitation

Following the rejection of all bids for the second ITB, Current Purchasing Agent IV released two RFPs to replace the previously released ITBs. The RFPs incorporated evaluation categories to rate the proposers on more than just lowest bid price, responsiveness, and responsibility. BCPS split the components of the ITB into two separate RFPs, the first one being RFP25-079 Windows Devices and Accessories, which completely removed Chromebooks and Android devices from the solicitation, and the second one being RFP25-078 Technology Devices Deployment Services.

Because the failure to include Chromebooks and Android devices was the purported reason for rejecting all bids in the first solicitation, ITB24-236, we were surprised to see that RFP25-079 for computing devices included groups only for Windows-based devices, and it completely removed Chromebooks and Android tablets from the solicitation. The OIG also noted that ITB24-236-1's Specifications & Bid Summary (Pricing) and RFP25-079's Scope of Services & Performance Specifications showed similarities in the criteria, in that most of the criteria mirrored the language from the ITB, with some additions or changes. (Exhibits 10 and 36)

As explained earlier, RFP25-078 utilized a scoring system to evaluate and award points to each proposer that met or exceeded all criteria within the Minimum Eligibility Requirements and Liability sections. Specifically, while the evaluation committee scored proposals on experience and qualifications and scope of services,[62] Procurement evaluated the cost of services. The RFP stated that representatives of SDOP would assign point values for the information provided, and EDDC staff evaluated proposers on SDOP Participation. The evaluation committee could award a maximum of 35 points for the proposer's scope of work. However, the RFP listed the evaluation criteria as minimum requirements with which proposers agreed to comply by providing a proposal. (Composite Exhibit 38) Proposers were asked to place an "X" on one of the following:

- Yes, Can Fully Comply
- Yes, but with Stated Deviations
- No, Cannot Fully Comply

(Exhibit 37)

According to an RFP25-078 addendum released November 8, 2024, BCPS provided clarification that if the proposer answered "X" on complies with every item, the proposer would receive 35 points. (Exhibit 39, p. 4)

The RFP allowed the evaluation committee to deduct points concerning "[t]he inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP. . . ." However, the RFP did not offer any guidance on how many points would be deducted for "comply with deviations" or "cannot comply." (Exhibit 17) If a proposer proposed better services than the minimum requirements, it was not clear that this proposer had the ability to receive more points, since proposers qualified for all 35

[62] The OIG's review of the scope of services found that many of the sections either mirrored the ITB or could have been included as a requirement in an ITB. (Exhibits 10, 37)

points by marking "Yes, Can Fully Comply." Additionally, SBBC awarded a maximum of 20 points to any EDDC Certified Prime Bidder/Proposer. Out of the six proposers, only one firm was EDDC certified. That firm was Mr. Farrell's firm, PPW. It was automatically awarded the full 20 points and ultimately won the award.

However, the OIG found that PPW did not meet all the minimum eligibility requirements outlined in the solicitation to even be considered for evaluation.

Specifically, RFP25-078 stated in part:

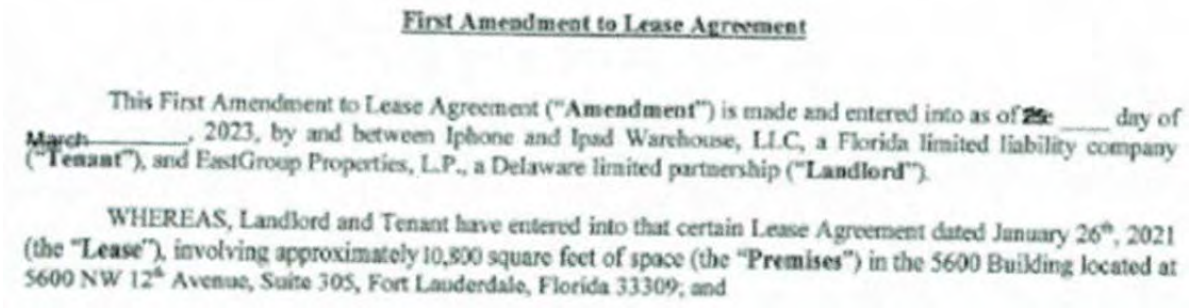
> 4.2.6 The Proposer's **warehouse shall be physically situated within the tri-county area** comprising Broward, Palm Beach, or Miami-Dade Counties. The warehouse **must have a minimum of 10,000 square feet** of usable space and must have been operational at the specified location for no less than one (1) year before the submission of the proposal. The Proposer shall provide verifiable documentation evidencing both the location of the warehouse and the duration of its establishment as part of the proposal submission. **This is a required document and failure to provide it as requested herein shall result in the disqualification of the proposal.**"
>
> (Exhibit 18) (emphasis in original)

PPW did not have the minimum 10,000 square foot warehouse required at the time of its proposal, and Mr. Farrell knew as much.[63]

On October 24, 2024, Mr. Farrell attended a non-mandatory proposers' conference for RFP25-078, at which time he questioned the warehouse space requirement for the deployment services. Specifically, he questioned why the warehouse space had to be 10,000 square feet in size and whether that requirement restricted small businesses. Procurement later released an addendum addressing the final decision on the minimum of 10,000 square feet for the warehouse, which reflected, in part, "The minimum of 10,000 square feet of usable space for the warehouse required in RFP Section 4.2.6 is essential to adequately support the needs of the district . . . . Ensuring sufficient space is critical for effective logistics and service delivery across the district." (Exhibit 39, p. 4) Thus, following Mr. Farrell's inquiries, the requirement remained as a minimum eligibility requirement for the RFP.

On November 21, 2024, PPW responded electronically to RFP25-078 by uploading its proposal to DemandStar that included Mr. Farrell's acknowledgment that all information contained in his proposal is part of the public record. (Exhibit 40) PPW agreed that it could comply with the minimum 10,000 square foot warehouse requirement as addressed in the RFP's Scope of Services & Performance Specifications section 4.3.2.6, by placing an "X" for "Yes, can fully comply" on its Bid Summary Sheet. PPW's proposal also contained proof of its warehouse space, as the RFP required. Specifically, Mr. Farrell's proposal contained a copy of PPW's lease agreement reflecting approximately 10,800 square feet of space located in Ft. Lauderdale, Florida, as depicted in OIG Figure 5 below.

[63] As of June 24, 2026, PPW still did not have a warehouse that met the 10,000 square foot requirement.



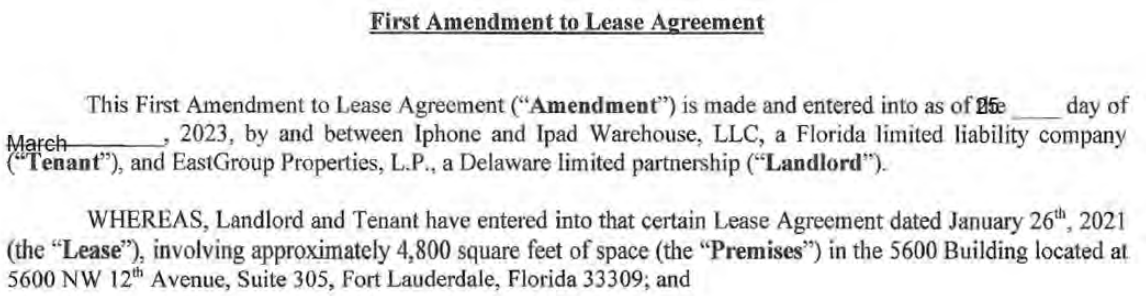
First Amendment to Lease Agreement

This First Amendment to Lease Agreement ("**Amendment**") is made and entered into as of the ____ day of March _____, 2023, by and between Iphone and Ipad Warehouse, LLC, a Florida limited liability company ("**Tenant**"), and EastGroup Properties, L.P., a Delaware limited partnership ("**Landlord**").

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated January 26th, 2021 (the "**Lease**"), involving approximately 10,800 square feet of space (the "**Premises**") in the 5600 Building located at 5600 NW 12th Avenue, Suite 305, Fort Lauderdale, Florida 33309; and

OIG Figure 5: PPW's lease agreement submitted to SBBC as part of its proposal for RFP25-078, showing approximately 10,800 square feet of warehouse space (excerpt from Exhibit 41)[64]

The OIG obtained PPW's actual lease agreement from its landlord and compared the information in this lease with the lease that PPW submitted to SBBC as part of its bid for RFP25-078. The OIG found that Mr. Farrell altered the lease agreement. The original lease showed the same warehouse only had approximately 4,800 square feet of space, as shown in OIG Figure 6 below.



First Amendment to Lease Agreement

This First Amendment to Lease Agreement ("**Amendment**") is made and entered into as of the ____ day of March _____, 2023, by and between Iphone and Ipad Warehouse, LLC, a Florida limited liability company ("**Tenant**"), and EastGroup Properties, L.P., a Delaware limited partnership ("**Landlord**").

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated January 26th, 2021 (the "**Lease**"), involving approximately 4,800 square feet of space (the "**Premises**") in the 5600 Building located at 5600 NW 12th Avenue, Suite 305, Fort Lauderdale, Florida 33309; and

OIG Figure 6: PPW's original lease agreement showing approximately 4,800 square feet of warehouse space (excerpt from Exhibit 42)

In his interview with the OIG, Mr. Farrell recalled asking BCPS questions regarding the warehouse requirement, as he believed the job could have been done in a smaller warehouse. He told the OIG that he did not have a 10,000 square foot warehouse and only had 4,800 square feet at the time. His plan was to get a second warehouse. According to him, because the RFP took over a year to be awarded, in June 2025, PPW obtained a second warehouse at a different location, which had about 5,800 square feet. Because of a different computer installation contract, he obtained the additional warehouse. He needed more space, and it coincided with when SBBC approved this RFP. Mr. Farrell believed that the two warehouses' space combined met the RFP's requirement. He stated that BCPS staff visited both warehouses and did not say there was any issue. PPW did etching, imaging, and UV printing at both locations, depending on the need for those services, but the primary warehouse was the one located in Ft. Lauderdale.

[64] The resolution of Exhibit 41 (and its representation in OIG Figure 5) is as it was submitted to the OIG.

Mr. Farrell recalled that approximately 12 people from BCPS's IT office visited both warehouses for the first site visit. The visiting team included M.B., the TSS Assistant Director, and others but excluded the TSS Director. During the visit, the TSS Assistant Director mentioned the 10,000 square foot warehouse requirement. Mr. Farrell stated that IT staff saw both warehouses and discussed them but still gave PPW computers to proceed with deployment services, so he felt if the warehouse space was a problem, they would not have done that.

He recalled another visit on December 22, 2025, when the Current Procurement Director visited PPW's warehouse. According to Mr. Farrell, the Current Procurement Director visited both sites and never raised concerns about PPW not having enough warehouse space. A third site visit occurred over the Christmas break at the Pompano Beach warehouse location, which M.B. and the TSS Director attended. Mr. Farrell told the OIG that the TSS Director did not raise any concerns about the warehouse space requirement. The OIG notes that BCPS staff conducted these site visits after PPW received the award.

Mr. Farrell confirmed that his signature was on the warehouse lease agreement that he submitted with his response to the RFP. He also confirmed that the square feet reflected in this lease agreement was 10,800 and that it was not the actual square feet for that warehouse. Instead, he said, it was the combined square feet that PPW intended to have for its two warehouses. Mr. Farrell stated that he put that on the lease agreement and submitted it to BCPS to let them know that PPW had the space to do the contracted work. At the time of his response to the RFP, PPW did not have a 10,000 square foot warehouse or a contract signed for that amount of space but had a second warehouse available to lease. Mr. Farrell acknowledged that the actual lease for the warehouse location he submitted with his proposal showed 4,800 square feet. His plan was to eventually have the required space of 10,000 square feet between two separate warehouses. Mr. Farrell understood that submitting an altered document to BCPS was a problem and apologized.

Mr. Farrell's actions also made the procurement process unfair for other proposers who actually met the minimum requirements of the solicitation. Not only was what Mr. Farrell did unfair, but it was also in violation of Florida law. Mr. Farrell, as a public contractor on at least one other SBBC contract at the time, committed official misconduct, a third-degree felony, by intentionally obtaining a benefit for himself, the award of RFP25-078, by altering his lease agreement as part of his proposal submission in violation of Florida Statute 838.022. He committed another third-degree felony when he knowingly provided false information – his altered lease agreement – that became part of a public record to facilitate his official misconduct in violation of Florida Statute 817.569. Finally, Mr. Farrell committed a second-degree misdemeanor in violation of Florida Statute 837.06, when he knowingly made a false statement in writing with the intent to mislead the assigned purchasing agent and the evaluation committee in performing their official duties – confirming minimum qualifications and awarding the bid.

At the time that PPW submitted its proposal, it did not have a 10,000 square foot warehouse as required to qualify as an awardee of RFP25-078. Mr. Farrell altered PPW's lease agreement and knowingly furnished a proposal with the altered lease to meet the RFP's minimum eligibility requirements in violation of state law.

The OIG calculated, based on the estimated quantity and price proposal, that, had BCPS awarded the contract to the alternate awardee of RFP25-078, it would have cost BCPS $108,750.00 less over the life

of the five-year contract. Thus, Mr. Farrell's misconduct and his company's material misrepresentations is causing SBBC to improperly disburse funds to PPW. (Composite Exhibit 43)

INTERVIEW SUMMARIES

As a part of the investigation, OIG investigators conducted several interviews. The statements made in significant interviews are summarized below.

1. *Interview of Brian Farrell*

Mr. Farrell is the owner and president of PPW. He has been the only officer of PPW since August 2013, when the company was incorporated in the state of Florida. PPW does business as Phone and Pad Warehouse and it is a vendor for SBBC. PPW's business model involves IT services, deployments, installations, and computers. PPW has served as subcontractor or prime contractor for other school districts. In addition to the Technology Devices Deployment Services (RFP25-078) contract, PPW's contracts with SBBC as a primary awardee include ITB23-016 Audio-Visual Products, Installation & Computer Peripheral, ITB24-064 Industrial and STEM Education Equipment Supplies; both of which he believed are still active. In 2022 or 2023, PPW was also a subcontractor under SBBC's network equipment bid. He submitted proposals for both ITB24-236 and ITB24-236-1. He did not recall why these bids were rejected.

Mr. Farrell was a small business liaison for the SBAC. A former EDDC director appointed him. Mr. Farrell was appointed the SBAC vice-chair but was removed from that position when he started doing "real business" with BCPS. He described the role of the SBAC as opening doors for small businesses and making it equal, so big businesses did not take all the work from small businesses. The SBAC had discussions about keeping funding within South Florida and small businesses. The SBAC was an advocate for small businesses and sought to bring awareness that the same vendors were constantly used and that small businesses cannot survive if they do not get any work.

Mr. Farrell knew D.M. because she worked in Miami-Dade. He also met the Current EDDC Officer when he took over. Mr. Farrell knew J.A. because she was the small business director in Miami-Dade.

Mr. Farrell met FCI's Owner once approximately five years ago during an event. He reached out to FCI's Owner ‘'when he won the bid to see if I could partner with him," but FCI's Owner never responded to him. Mr. Farrell called and believed he texted FCI's Owner once he won the bid. Mr. Farrell did not believe they spoke on the phone because FCI's Owner never called him back. Mr. Farrell's attempted contact with FCI's Owner was related to whichever bid FCI's Owner was awarded, and it occurred before the bid was rejected. Mr. Farrell contacted FCI's Owner to possibly be his subcontractor and do the work for him.

Mr. Farrell did not know FCI's Owner already had a subcontractor listed on his bid and stated, "we're just trying to get work." Mr. Farrell knew FCI's Owner was the lowest bidder because "his name was out," and he believed they rejected it afterwards. Mr. Farrell believed his name was out, and then he called him. FCI's Owner's name was displayed somewhere. Mr. Farrell believed that a public document on DemandStar listed FCI's Owner as the awardee. There were two bids, and he said

"[FCI's Owner]," and then they rejected it afterwards. They had done that before where they listed the winner and then rejected the bid. When told that they did that in the first bid in which HP was the winner and FCI's Owner was not the winner for deployment services as FCI's Owner was not a bidder for the first one, Mr. Farrell again confirmed there was a listing of the bidders somewhere because he saw it and he called him (FCI's Owner). Mr. Farrell denied getting the information from an inside source, such as someone from BCPS; it was publicly available. Mr. Farrell confirmed that the OIG should be able to find it on DemandStar. Mr. Farrell believed he found FCI's Owner's personal phone number online, and maybe it was not the right one so that was why he did not respond back. Mr. Farrell did not believe anyone gave him FCI's Owners phone number.

Mr. Farrell denied that he asked FCI's Owner to switch the subcontractor listed on FCI's bid for deployment services to PPW. He only attempted to contact FCI's Owner because he just wanted to do work with him for that specific bid. Mr. Farrell did not believe he spoke at all with FCI's Owner. When shown a copy of a text message from his phone to FCI's Owner on June 5, 2024, at 3:47 P.M., that stated, "This is Brian from Phone and Pad," Mr. Farrell confirmed that he sent this text to FCI's Owner and that it was the text he referred to earlier in the interview when he said he tried to reach out to FCI's Owner and FCI's Owner never responded.

He submitted a proposal for the bid, too, and he was not the awardee or an alternate. Farrell saw FCI's Owner's name, and it showed that he was number one. There had to be a document showing FCI's Owner was awarded because that was why he reached out to FCI's Owner, and they probably "pulled it back in or something." The work would not differ when bidding as a prime versus working as a subcontractor. The amount of work he did depended on how much work FCI's Owner, as the prime, gave Mr. Farrell's company as the subcontractor.

When shown a copy of a text message from D.M. to FCI's Owner on June 7, 2024, at 8:33 A.M., that stated, "Please call Brian Ferrall. He has left a message. I need u 2 be responsive Thanks," Mr. Farrell confirmed this text message was part of his same effort to be hired by FCI's Owner. When the OIG asked Mr. Farrell if he asked D.M. to reach out to FCI's Owner on his behalf, he responded, "I guess so, yeah, I believe so." He believed that FCI's Owner had already been published as the awardee. When asked if this text message was an effort to get FCI's Owner to call him back, he responded, "I guess so, yes." Farrell added that it was to do work with him.

There was no mal intent behind D.M. reaching out to FCI's Owner on Mr. Farrell's behalf. He was not aware if J.A. told FCI's Owner that Mr. Farrell would reach out to him or if J.A. recommended that FCI's Owner work with him. Mr. Farrell did not believe J.A. ever told him to call FCI's Owner or try to set up an arrangement with FCI's Owner. He did not believe he spoke to J.A. about this at all. Mr. Farrell contacted FCI's Owner on his own. He denied receiving any information about FCI's Owner being the lowest bidder or FCI's Owner's phone number from J.A.

Mr. Farrell was not involved in D.M. asking FCI's Owner for a substitution request form and did not know what a substitution request was. He did not know what FCI's Owner's bid said, so he did not know if FCI's Owner had another subcontractor. FCI's Owner had the ultimate say of what did or did not happen, so he probably had to speak to her in this time period to say something; there had to be some kind of communication here. Mr. Farrell did not know what FCI's Owner planned to do for the work and did not know if FCI's Owner was even capable of doing the bid because from what Mr.

Farrell recalled, FCI's Owner did phones, tower phones, but not computers. He did not believe FCI's Owner had the capability to do this, which was the reason he reached out to him. Mr. Farrell did not believe he got confirmation from D.M. that she had spoken with FCI's Owner to put them in contact.

When shown another text message from D.M. to FCI's Owner on June 10, 2024, at 4:56 P.M., that stated, "we good on leaving everything as is. Thanks," Mr. Farrell did not know what this text message meant but confirmed his involvement was asking her to reach out because he wanted to get business.

Mr. Farrell denied calling FCI's Owner and telling him to change his subcontractor. He also denied telling FCI's Owner he was the lowest bidder but then clarified that if it said on the paper that FCI's Owner was the lowest bidder then he would have said it. The paper showing FCI's Owner as the awardee was public and he did not receive the information from D.M. or anyone in the district. The first bid listing HP as the awardee and an awardee for deployment services had an award recommendation released, and the bid was later rejected. He recalled that the same thing happened for the second bid.

Mr. Farrell denied having any knowledge or involvement in D.M. and the Current EDDC Officer's visit to FCI's Owner's office on June 11, 2024. He was not aware that the visit took place, and he did not ask D.M. to do this on his behalf.

He retrieved a copy of RFP25-078 Technology Devices Deployment Services from DemandStar and responded to the RFP on behalf of PPW. He compiled the response and his office manager formatted it. If the response was submitted electronically, then his office manager submitted it.

When shown page 4 of his proposal for RFP25-078, Mr. Farrell confirmed his signature was on the Required Response Form's Proposal Certification with the date of November 15, 2024. He reviewed the RFP's minimum eligibility requirements and that PPW's response to the Bid Summary Sheet's scope of services showed it could fully comply with all 19 specifications.

He recalled asking BCPS questions about the warehouse requirement during the RFP's pre-bidders' conference; specifically, "why does it have to be 10,000 square feet, and why would someone be disqualified. Isn't that restricting small businesses?" He believed the job could be done in a smaller warehouse and that the requirement was restrictive. He did not have a 10,000 square foot warehouse and only had 4,700 square feet at that time. Later in the OIG interview, he acknowledged that the actual lease for the warehouse location he submitted with his proposal showed 4,800 square feet.

Mr. Farrell felt they could have done the work in a smaller warehouse. When shown BCPS's response to an addendum question that stated, "The minimum of 10,000 square feet of usable space for the warehouse required in RFP Section 4.2.6 is essential to adequately support the needs of the district, based on our analysis of relevant data and operational requirements. Ensuring sufficient space is critical for effective logistics and service . . .," he responded, "which we were going to have."

Mr. Farrell's plan was to get a second warehouse. At the time, there was a space available in the same complex as the warehouse he listed in his response, located at 5600 NW 12th Avenue, Suite

305, Ft. Lauderdale, Florida. However, because the RFP took a year or more to be awarded, PPW instead obtained a second warehouse at 3000 NW 25th Avenue, Bays 14 and 16, Pompano Beach, Florida, on June 17, 2025, which was about 5,800 square feet. Later in the interview, he confirmed that the lease agreement for this location showed 5,940 square feet. Mr. Farrell obtained the Pompano Beach warehouse because of a different computer installation contract and he needed more space, but it coincided with this. He believed that the two warehouses' space combined met the RFP's requirement. BCPS staff visited both warehouses and did not say there was any issue. PPW did etching, imaging and UV printing at both locations depending on the need for these services, but the primary warehouse was the one located in Ft. Lauderdale. He had approximately ten site visits for different reasons from BCPS staff since the RFP was awarded.

Mr. Farrell recalled approximately 12 people from BCPS's IT office visited both warehouses for the first site visit. The visiting team included M.B., TSS Assistant Director, and other subordinates, but excluded the TSS Director. During the visit, the TSS Assistant Director mentioned the 10,000 square foot warehouse requirement and asked about it because Mr. Farrell believed IT staff did not want PPW to do the work and wanted the company that had previously done the work for approximately ten years to continue doing the work. IT staff saw both warehouses and discussed them but still gave PPW computers to proceed with deployment services so Mr. Farrell felt if the warehouse space was a problem, they would not have done that.

Mr. Farrell recalled another visit on December 22, 2025, when the Current Procurement Director visited PPW's warehouse. He believed only the Current Procurement Director visited the warehouse. They wanted PPW to deploy 8,000 computers in a week, which PPW accomplished. They were trying to figure out how to have the company that had previously done the work also complete the work with PPW. The Current Procurement Director visited both sites and never raised concerns about PPW not having enough warehouse space.

Mr. Farrell recalled M.B. and the TSS Director completed a site visit over Christmas break; however, the TSS Director only visited the site in Pompano Beach. The TSS Assistant Director and the rest of his team went to both warehouses but did not visit for any other reason than to get more devices in the schools. The TSS Director did not raise any concerns about the warehouse space requirement.

Mr. Farrell confirmed his signature was on the lease agreement executed with his landlord for the warehouse property he submitted as part of his response to the RFP and that the square feet reflected in that lease agreement was 10,800. It was not the actual square feet for that warehouse, but instead was the projected combined square feet PPW intended to have for its two warehouses. Mr. Farrell put 10,800 square feet on the lease agreement and submitted it to BCPS to let them know that PPW had the space to do the contracted work. At the time of his response to the RFP, PPW did not have a 10,000 square foot warehouse or a contract signed for that amount of space but had the space available to lease.

Mr. Farrell confirmed that the size of the warehouse at 5600 NW 12th Avenue, Suite 305, was actually 4,800 square feet.

His plan was to eventually have the required space of 10,000 square feet between two separate warehouses. Mr. Farrell understood changing this document and submitting it to BCPS was a

problem and apologized. Although he understood that submitting the altered document was not the right thing to do, he did it because they had the capability to get the other warehouse.

Mr. Farrell sub-contracted with the company CDW on another bid because he wanted to get work for PPW. This was the same reason he reached out to work with FCI's Owner because "if we can't beat them, we got to join them . . . ."

2. Interview of J.A., Then-Executive Director, Operations

J.A. became an executive director for BCPS on October 2, 2023. In that role, she led over 200 employees across four areas, including Procurement, the Business Support Center, EDDC, and Warehousing Services. Regarding procurement, J.A. ensured that the items were ready for Board approval, presented them to the School Board for an approval or rejection, and ensured that all backup documentation complied with policies, procedures, and state statutes.

Her role regarding the EDDC department was to provide opportunities to small, local, minority, women-owned, and veteran-owned businesses in compliance with EDDC policy. She also developed procurement and economic development policies for Board approval, oversaw vendor outreach and the EDDC's goal-setting process for specific solicitations.

BCPS used an ITB when the department knew specifically what it was purchasing and when the goods or services would be based on price. Since the evaluation was based specifically on price, the department sought the best value for that specific product or service. RFPs were more extensive solicitations because components outside of just price were evaluated. RFPs might involve assessing vendor experience, inviting vendors to present their goods or services, doing a Q & A session with the vendors, and checking references. An RFP was a comprehensive process that was not solely based on price.

The GSC established affirmative procurement initiatives ("APIs") based on policy guidelines. Once convened, the GSC evaluated specific solicitation factors—including historical procurement data, past awardees, and prior small business participation—to assess opportunities for expanding small business engagement. When a solicitation lacked participation from small, local, minority, women-owned, or veteran-owned businesses, the GSC evaluated methods to boost involvement. These strategies included assigning evaluation points for RFPs, establishing percentage goals for ITBs, hosting outreach events, or facilitating networking sessions between prime contractors and vendors.

EDDC reviewed all bidders to verify their certification status according to current policy. If a participation goal applied, they implemented it accordingly. If the solicitation included participation points, the EDDC evaluated and confirmed these points before transferring the information to the purchasing agent.

The computer devices contract expired in December 2023 before J.A. joined BCPS. She was not involved in that but knew about the contract because in 2023 everyone in BCPS had Lenovo devices.

J.A. began her employment with BCPS a couple of days before ITB24-236 was released. She was not involved in publishing ITB24-236 as she had just joined the team, had been there for only two days, and did not yet have computer access.

The OIG then showed J.A. an email that she sent to the Former Procurement Director dated October 5, 2023, where she asked to discuss the computer bid that was released and the possibility of pulling it, along with the bids needing to go to the GSC before release. J.A. acknowledged telling the Former Procurement Director that all bids needed to go to the GSC but had not remembered until being shown the email. Somebody must have told her this bid got released without having a participation goal on it. She thought that the GSC was not convening prior to her arrival at BCPS. As a result, she first ensured that the committee convened regularly, in accordance with policy.

As a matter of practice, the purchasing agent should not share bid submissions, including pricing information, with user departments during the Cone of Silence and should be the only one with access to that information. Access to bid submission details should be limited to the purchasing agent for evaluation purposes. The purchasing agent may reach out to the EDDC to verify which firms were certified if the solicitation included an API. Upon completion, the purchasing agent prepared the award recommendation, which became public record only after it was posted on DemandStar.

When the OIG showed J.A. the October 24, 2023, email that had the proposals for ITB24-236 attached, she explained that it was standard practice for Former Purchasing Agent IV to email the proposals to the Advocacy & Compliance Coordinator because she had to evaluate which of the nine firms on the list were eligible for the price preference. The proposals he sent constituted the entirety of the solicitation proposals, inclusive of all pricing information.

Most purchasing agents forwarded the complete bid proposals to the Advocacy & Compliance Coordinator so she could evaluate the small business participation points. The Advocacy & Compliance Coordinator would need the information with exception of the pricing information. However, because proposals are submitted as PDFs, pricing details can only be removed via redaction, a task that a purchasing agent did not perform.

According to J.A., although the Advocacy & Compliance Coordinator's receipt of pricing details from Former Purchasing Agent IV was unnecessary, it did not violate the Cone of Silence. It was probably better practice to share the entire solicitation proposal with the Advocacy & Compliance Coordinator, noting that this method saved Former Purchasing Agent IV from having to guess whether she needed more information and prevented unnecessary back-and-forth communications. Furthermore, because prime bidders must include their EDDC certificates in their proposals and frequently use subcontractors, sharing the complete proposal with the Advocacy & Compliance Coordinator was the best practice.

The OIG then showed J.A. an October 24, 2023, email in which Former Purchasing Agent IV shared the same nine bid proposals including pricing information with the TSS Director and other IT personnel. When asked whether it was common practice for Former Purchasing Agent IV to send proposals, including pricing information, to IT, J.A. replied that he did not need to send the entire

proposals to IT and she did not know why he sent them, adding “it wasn’t needed and that's not what I would have suggested that he do.”

J.A. had no recollection of the reason for the rejection of all bids for ITB24-236 but could only go by what the Revised Award Recommendation reflected, which was revised bid specifications. As of November 16, 2023, any approval of an award recommendation, including the rejection of all bids, would have been approved by the Former Procurement Director rather than herself. At that time, J.A.’s role entailed receiving briefings when they prepared the documents for School Board approval to ensure she was prepared to address the School Board's questions. She did not recall anything else about ITB24-236.

Regarding Lenovo’s notice of intent to protest email on November 2, 2023, J.A. stated that there were many ITBs and RFPs and there must have been at least four protests throughout the history of this, so that protest occurred too early for her. She did not recall Lenovo contacting the district right after the award recommendation but before the rejection of all bids.

J.A. did not have any knowledge regarding a Microsoft Teams meeting between Lenovo representatives and Former Purchasing Agent IV, his manager, and the Former Procurement Director, as well as some IT personnel, to discuss Lenovo’s intent to protest. Furthermore, no one ever informed her about that meeting. The first time she heard about this meeting was during this OIG interview.

J.A. had no recollection of a subsequent Microsoft Teams meeting, which took place on the same day between Former Purchasing Agent IV, his supervisor, the Former Procurement Director, IT personnel, and BCPS’s legal department regarding a discussion about the issues raised by Lenovo’s call. She could not recall any details about the bid other than what was contained in the Revised Award Recommendation. J.A. reviewed the January 2024 Executive Summary but did not approve it. She became more involved later in 2024.

J.A. would have met with the Former Procurement Director for a briefing to ensure she was prepared to present the Executive Summary to the Board and answer their questions. The “Background/History” section of the Executive Summary was written in collaboration with the purchasing agent and the user department’s point person.

Regarding the November 16, 2023, email she sent to J.P. asking whether he agreed to reject all bids in reference to the Lenovo call he was on, J.A. stated that she was asking him if he agreed with rejecting all bids and he must have been. J.A. guessed that it was true that they left things out and wanted to include Android and Chromebook devices. She assumed that the decision to reject all bids originated from J.P. or someone on his team. She was just verifying that J.P. agreed with the rejection.

J.A. had no independent recollection of why the bids were rejected. She was relying on the Executive Summary that stated the reason was the missing Chromebooks and other devices. If the Executive Summary was accurate then rejecting all bids and restarting to include that information made sense. She had no way of knowing whether the Executive Summary was accurate and had to

take what the end user department told her at "their word." She could not say whether the failure to include Chromebooks was the real reason for rejecting all bids.

Since ITB24-236-1 contained numerous addenda, there were obviously a lot of concerns. She believed the vendors had a lot of questions, and it was not well written, which was why they ultimately wanted to reject all bids. The fact that there were so many questions told her there was a lot of ambiguity. J.A. believed they may have changed the ITB to an RFP because an ITB did not include a conference in which people could ask questions. There will always be questions and addendums; however, the issue was that they continued to have areas of confusion after the initial Q & A. Once the questions were asked and answered, in a clean solicitation it should be clear to everybody. J.A. did not recall whether from February through mid-May 2024, anyone from Procurement or IT brought any concerns to her attention regarding the ITB.

Regarding the price breakdown email that the TSS Director copied her on from May 17, 2024, this was her first time ever seeing that document and seeing the pricing. She pointed out that she was not copied on Former Purchasing Agent IV's May 2, 2024, email discussing the price breakdown. When the OIG showed her the May 2, 2024, email which was attached to the May 17, 2024, email where she was copied, she replied that she never saw those prices until the day of her OIG interview.

J.A. knew this was her first time ever seeing these prices because looking at them, they were very alarming. She pointed out what she described as an abnormal $700,000.00 range between Group 3 - Deployment's vendor on the low end at $38,000.00 and the vendor on the high end at $798,000.00. She could not say that she did not recall ever opening the price breakdown attachment or seeing pricing information regarding ITB24-236-1's bids; rather, this was the first time she ever saw those prices.

J.A. viewed the May 6, 2024, email from the TTS Director to M.B., J.P., and a second IT executive director, which had the May 2, 2024, price breakdown email that Former Purchasing Agent IV shared with IT staff as an attachment and which discussed the price breakdown in the body of the email. J.A. confirmed that IT was privy to the price points but reiterated she had not seen the prices for ITB24-236-1 until the OIG showed them to her.

J.A. remembered several concerns that Current Purchasing Agent IV raised regarding the solicitation, including numerous vendor inquiries, the Florida bidder preference, the local preference, all of which prompted Current Purchasing Agent IV to recommend starting the process over. At some point, she and Current Purchasing Agent IV discussed that the ITB should probably have been broken up and that it should have been an RFP, because the solicitation was not as cut and dry as just evaluating price and it caused substantial confusion when it came to handling vendor questions and answers. Current Purchasing Agent IV was the proponent of their decision to reject the bids. They knew that would be a hardship because BCPS had not been able to refresh devices for years and ultimately it was hurting the students; however, they were trying to do the right thing to have transparency and integrity. She recalled speaking to everybody because they knew it would be a difficult decision to make.

The rejection of all bids stemmed from a consensus achieved during the Teams meeting with Current Purchasing Agent IV and IT, in which they collectively concluded that they should reject and go back out and do an RFP.

J.A. was sure that either she or Current Purchasing Agent IV at some point involved the legal department to determine if the omission of the Florida bidder's preference form justified rejecting the bids because either she or the purchasing agent always consulted with legal. She could not recall if she consulted with legal to determine whether the omission of the EDDC form justified rejecting the bids, but they usually consulted with legal on everything that they did. BCPS could face a protest if it did not do a fair evaluation.

J.A. read the formal written protest submitted by FCI in June 2024 concerning ITB24-236-1 but could not remember the specific claims. J.A. thought that FCI may have either failed to follow through or failed to file the required protest bond. She also did not remember having a telephone conversation with FCI's Owner on June 27, 2024, after the protest was filed.

When shown a June 27, 2024, email she sent to FCI's Owner where she was attempting to contact FCI's Owner and a call log showing a three-minute and 48-second phone call between her BCPS-assigned telephone number and FCI's Owner's phone number, she stated she had no recollection of speaking with him, but she obviously called him. She might have been trying to set up a meeting with him to discuss the protest as this was standard practice. She always reached out to try to resolve bid protests, which might have been the subject of her conversation with FCI's Owner. Although FCI's Owner dropped the protest, she did not know if it was in reference to their conversation or if he did not bring the bond, but he ultimately chose not to pursue the matter. In any event, she still did not remember speaking to him.

When the OIG informed J.A. that the OIG received information that she contacted FCI's Owner in early June 2024, before recommending rejecting all bids in ITB24-236-1, to let FCI's Owner know that Mr. Farrell would be calling him, and to recommend FCI's Owner subcontract PPW, J.A. told us she did not remember speaking to FCI's Owner. She also denied knowing anything about Mr. Farrell contacting FCI's Owner. When shown the text messages from D.M. to FCI's Owner, she stated that she did not know why D.M. would ask FCI's Owner to call Mr. Farrell and she did not know anything about the text message. The text could have been about anything. D.M. did not reference the ITB.

Additionally, J.A. said she did not know why D.M. would ask FCI's Owner for a substitution request form on June 10, 2024, and stated, ". . .but if she's asking for a substitution form, then that has nothing to do with this bid, that must be on something else he's on." D.M. in her role and the EDDC team regularly reached out to vendors to establish connections, especially in the construction industry.

A substitution form was used when a subcontractor was not working out and needed to be replaced with a similar subcontractor to maintain compliance with an API goal. It did not make sense to use a substitution form on a new bid. Subcontractors could not be changed while a bid was open. Substitutions were not possible while the bid was pending the award recommendation as modifications could not be made after the bid opening and evaluation processes. Substitution request forms were usually used after the bid was awarded and during the implementation phase.

J.A. was aware of D.M. and the Current EDDC Officer's visit to FCI on June 11, 2024. It was expected for them to conduct site visits. Part of their system was to do site visits periodically because in the past they experienced fraud by those who became certified and claimed they were at a certain address when they were not. D.M.'s role was to interact with vendors and meet with vendors. Both D.M. and her staff frequently interacted with vendors and solicited new ones to expand their vendor pool.

J.A. recalled D.M. and the Current EDDC Officer doing a site visit at FCI and believed they could not get in due to maybe security or a gate. D.M. told her that she could not get in and that she was unable to verify if it was a true place of business as it did not seem like an office setting but seemed like a warehouse. D.M. came back and told her that FCI's Owner was not there.

J.A. did not know why Chromebooks and Android tablets were not included in RPF25-079. Based on consultations with IT, who were the experts, she recommended revising the solicitation from an ITB to an RFP. The high volume of vendor inquiries, addendums, and confusion demonstrated that the solicitation was not as cut and dry as a simple solicitation, such as procuring a blue pen. She explained to IT staff the difference between an ITB and an RFP and said, "now you can have a pre-proposal conference where you bring the vendors in face-to-face, or on Teams, and they can ask questions and get clarification so that it could be a smoother, more transparent process.'' Choosing between an RFP and an ITB required a consensus among Procurement, the user department, and sometimes, the EDDC department. IT agreed with the RFP.

RFPs do not just aim to solve a problem; the process was much more intricate than just the price. For instance, J.A. recalled being told that they needed to evaluate laptop durability, a requirement that could not be achieved using an ITB process as there was a prohibition against requesting samples for drop-testing evaluations. There were many other components that prevented the solicitation from being as cut and dry as just price, including requirements for etching samples, delivery timeline, and past performance recommendations showing work with other school districts.

The RFPs also provided BCPS with the ability to review vendors' references and assess prior experience. She did not believe this could have been accomplished using an ITB and thought it was not the norm to set special conditions and requirements for an ITB, as an ITB was usually cut and dry and only based on price. Points were needed to evaluate experience and an ITB is only price.

The OIG showed J.A. SBBC Policy 3800, which stated, "a request for proposals is used when it is not practicable for the school district to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required" and asked what part of ITB24-236-1 was not practicable. According to J.A., experience could not be evaluated using an ITB. Consequently, the lowest bidder could have a horrible evaluation from another school district, but it was not clear how to evaluate this using an ITB since the evaluation would only be based on price. Requiring a minimum number of years of district service and device quantity are helpful inclusions in an ITB but cannot be evaluated. The requirement could be evaluated by a yes or no threshold but would not allow for scoring the references on a scale.

This scale and assignment of points would measure how another district evaluated the vendor rather than the vendor's years of experience. Therefore, when the evaluation committee reviewed

proposals, they would assign more points to the firm with better evaluations for criteria such as past performance, work with large school districts, and previous million-dollar deals.

In an RFP, evaluators used a sliding scale to assign points for sections which contain a certain number of points; for instance, vendors with great evaluations from other districts might receive the full 20 points, whereas vendors with mediocre evaluations might only receive ten. When evaluating an RFP, an evaluation committee of five to seven people score various components using a 100-point scale. The final ranking is determined by averaging the individual scores from each committee member, making the result a combination of their judgments.

An ITB could make a requirement more stringent, such as requiring vendors to have at least $100 million in revenue to comply with the financial stability requirement, but she did not think that was the best way to evaluate it. She recommended doing an RFP because it allowed for a full picture of each company so you can discuss and dissect the company. While an ITB was just reviewed by the purchasing agent, an RFP involved an evaluation committee and allowed the end user to look at an entire proposal and picture of the vendor. Using an ITB solicitation puts the onus on the purchasing agent as the only reviewer, whereas an RFP solicitation has the experts from the division reviewing all the information. It was an advantage to have the department experts be part of the process, especially at this dollar amount.

Rugged tests, as stated in Section 4.3.2.1 could have been accomplished through an ITB. However, if you want them to come in and demonstrate that, you cannot do that with an ITB, whereas you can do that with an RFP. J.A.'s reason for recommending an RFP was that it accommodated vendor demonstrations, which provided more information and clarified nuances instead of relying solely on pricing.

Microsoft certification, as stated in Section 4.3.2.7, also could have been done through an ITB. While she did not consider herself an IT expert, she noted that a benefit of the RFP was that a vendor could be brought in to demonstrate their most current operating system if a live demonstration were desired. Although she was not part of the evaluation committee and could not say if any of these demonstrations were done, the idea behind using an RFP process was that they had the ability to go deeper than what an ITB allowed them to do. They relayed to her that they wanted and needed a thorough solicitation. You used an RFP when you want more than just price.

When asked whether any of the five criteria under evaluation in 4.3.1 for RFP 25-078 were "not practicable" for an ITB, J.A. replied that it was up to the end-user department and procurement to decide what solicitation method to use. It is a matter of preference in many instances. The ITB method is faster because it does not involve convening or reconvening a committee. In a lot of instances, an ITB is used because it is faster, but, in this case, they went with the RFP because they "wanted to be more thorough than fast and get a bigger picture, cast a wider net." The RFP gave them an opportunity "to ask the vendor questions, to bring them in for presentation, a demo, whatever it is, so that you can make the best decision for the students."

When asked why the step-by-step process of how BCPS wanted deployment services could not have been in an ITB, J.A. responded, ". . .we could have, and we did, but we chose this time to get

additional information, such as, have they done that kind of deployment before in another district." It could have been integrated into an ITB, but that it was just a choice.

The RFP allowed for a conference with vendors, and it gave vendors an opportunity to ask questions and follow up with more. When asked if the pre-bidders' conference in the ITB did not do the same thing, J.A. replied that ITBs did not always have a pre-bidders' conference, because some ITBs are, for example, just asking for a "blue pen" and the price. J.A. confirmed that an ITB conference could accomplish the same thing and again emphasized that choosing between an ITB and an RFP was ultimately a matter of preference. However, she firmly believed an RFP would provide more information.

3. Interview of D.M., Retired EDDC Officer

D.M. was the EDDC director for BCPS from November 28, 2023, until her official retirement date of January 3, 2025. However, she left the office in November 2024 and remained on vacation until the end of the year. She previously worked for M-DCPS as the district director of compliance for a department similar to BCPS's EDDC. D.M. was asked to apply for BCPS employment and implement some of the successful programs from M-DCPS by three of her previous supervisors from M-DCPS, including J.A. The three former supervisors were working at BCPS at that time. While employed with BCPS, D.M. reported to J.A.

EDDC had nothing to do with the solicitation. The EDDC had a section in the solicitation and was not involved once the APIs were placed into the solicitation. The EDDC evaluated the EDDC components, such as ensuring that those responding to the solicitation had a small business listed if the solicitation required it. The EDDC also helped companies find a small business to work with if the solicitation required it. However, EDDC staff started monitoring compliance for construction contracts to ensure that the small businesses were working on the contract.

The two RFPs for laptops, desktops, and deployment, which followed the rejected ITBs, sounded familiar. After the bids were submitted, there was no reason for any EDDC staff to be involved with the solicitation or to communicate with bidders. There was no communication at all between the vendor and the EDDC or procurement staff, because it was under the Cone of Silence. You could not communicate at all until the Board passed it because of the Cone of Silence.

Every week BCPS sent a list of all the bids currently under the Cone of Silence to EDDC staff. The Advocacy & Compliance Coordinator would also share this information with those on the community outreach list. The purchasing agent was permitted to contact a bidder and clarify the bid, but EDDC could not. If there was an EDDC-related issue, the purchasing agent contacted EDDC staff to ask about the issue. If a bidder contacted EDDC staff after a bid was submitted, EDDC staff would direct the bidder to speak with the purchasing agent. The solicitation also directed the bidders to contact the purchasing agent for any questions. EDDC staff knew not to discuss a solicitation with bidders, as this information was circulated internally by email, and she often posted it on a bulletin board.

D.M. was not aware of any staff who contacted a bidder for the ITBs related to the technology devices and deployment services during the Cone of Silence and after the bids were received. She

stated, “I certainly did not,” and “it wouldn’t be us, it would be procurement.” She did not know of any calls she made to a bidder or received from a bidder.

FCI sounded familiar to her, and she recalled that staff from this company came to her office to meet with EDDC staff before submitting their bid. She believed they were not certified and wanted to be certified. She thought that their visit to her office may have been connected to their wanting to bid on this bid because they could get twenty points for being an EDDC-certified prime.

When asked if she recalled going to FCI’s address, she responded that she might have sent staff to the office because she would send staff to a business if there was a question about whether the business was local. She did that two or three times. She could not remember if she sent staff to this address, but she recalled sending staff to the main office of a couple of contractors because she was not sure if they had a local Broward office, and they were not answering the phone.

The OIG then showed D.M. a photo of the building where FCI’s office was located, to which she again stated she might have sent staff to that building. The reason she sent staff to this office may not have been related to the solicitation at all. She may have sent her staff because the company’s staff came to her office and said they could do something, and maybe she did not believe they could, so she sent staff to see if the business had a local office. She usually sent staff to check if the business had a local office if she had reason to question the small business. It seemed to her that this person (FCI’s Owner) was from out of town, and she sent someone to make sure, but she did not recall. She could not remember if she went to FCI’s office. She usually did not go and would usually send staff.

The OIG showed her the Ring video and audio depicting two individuals visiting FCI’s office on June 11, 2024. Upon the start of the video, D.M. stated “Oh, me and [Current EDDC Officer’s first name] went there.” After watching the video, D.M. explained that she must have gone there because she did not believe FCI’s Owner was there. She and the Current EDDC Officer went to FCI’s office. FCI’s Owner came into her office and told her that he was from somewhere else, but then he tried to get certified and gave her a local address. He must have been trying to get certified and gave her a local address, but she did not believe that he was local because he had told her he was from out of town.

D.M. went to FCI’s Owner’s office to see if he was there because he had come to her office, and she believed he gave her a big packet showing he was not local. She did not recall when FCI’s Owner came to the office to give her the packet. The packet FCI’s Owner gave her did not make him look like he was a “small, certified vendor; it looked like a Office Depot-type of person,” so she wanted to go to his office to see if he was a small business or a big business. She did not recall if FCI’s Owner applied to be certified and would have to check. FCI’s Owner just gave her the marketing packet when he came to her office.

When asked why FCI’s Owner would try to get certified during the Cone of Silence, D.M. replied, “Because he was trying to get some of them points possibly.” She was not there in connection with the solicitation. She was there certifying him as a business and ensuring he was a local business. The EDDC evaluation offered 20 points, which were related to both the solicitation and certification, but a business could not be certified without having a local Broward County office. “So that’s the only

reason I would have been there because I didn't believe he had an office, it wouldn't have been connected to this . . . ."

D.M. would not have known FCI's Owner was a bidder, so she would have contacted him for certification. She would not have known what bids were advertised and which companies bid because she was in EDDC, and only procurement would know that. She did not remember if the information about the Cone of Silence, which the EDDC placed on its bulletin board to notify staff, included information about the companies associated with the solicitation.

D.M. would not have access to the Advocacy & Compliance Coordinator's evaluation of the proposals.

She did not know anything about the Award Recommendation for ITB24-236-1, dated June 13, 2024, which was signed two days after she and the Current EDDC Officer visited FCI's Owner's business address.

When the OIG showed D.M. a copy of a text message dated June 7, 2024, at 8:33 AM, sent from telephone number 954-937-2198, which read, "Please call Brian Ferrall. He has left a message. I need u 2 be responsive. Thanks," she confirmed the text was from her phone number. She did not know what the text message was related to and she might have sent it, but she did not know.

The OIG informed D.M. that the text message was sent to FCI's Owner, the owner of FCI, to which she responded that he must have come to her office looking for a small business to do this work, and maybe she referred Mr. Farrell to him. She would not have known whether Mr. Farrell and FCI's Owner knew each other, so that was probably why she tried to put them together.

D.M. knew Mr. Farrell because he did computer-related work in Dade. She did not know the name of Mr. Farrell's company, but she knew he did work with them in Dade. The only thing that made any sense to her was that FCI's Owner, who came to her office, was either trying to be certified and/or was looking for someone to work with. She could not address the timing of the text messages because she would never talk to people if she knew it was under the Cone of Silence. She did not speak to Mr. Farrell about going to FCI's Owner's business location. She believed the "I need u 2 be responsive" meant that somebody did not talk to the other. She thought maybe FCI's Owner or Mr. Farrell called her, and she responded by trying to put them together because they were both in the computer business. She would have only put the two together if FCI's Owner was looking for a small business to work with on the computers, since they both did computer-related work. Her job was to create economic development opportunities, so she was trying to create those opportunities for these small businesses, but she did not remember the details.

D.M. had no idea what the second text message dated June 10, 2024, at 10:46 AM, which read, "I need a substitution request form asap. Thanks" was about. She asked the OIG what the substitution request form was and thought maybe someone, such as procurement staff, had requested it from her. She also did not remember the second sentence of the text, which read, "Please send an email 2 insure you receive."

D.M. believed that someone must have told her they needed the substitution request form for her to have written that text message asking for it. The only two options for those who would have asked her for the form would be someone from her staff, such as the Advocacy & Compliance Coordinator, or someone in the procurement office. She believed someone told her they needed the form because there was no way she would request this since she would not process it, and it was not in the EDDC area to be processed. If someone from procurement asked her for the form, it could have been the Former Procurement Director, the Task-Assigned Procurement Director, or the Procurement Agent. She later stated that it could also have been the Procurement Assistant Director. She did not believe it was anyone above her such as her direct supervisor.

D.M. said she did not remember why she needed this form. Even if the form was sent to her, she could not do anything with it. She had no influence or connection to procurement. All she could do was hand it to the person who asked her for it.

Regarding the text message, "Please send an email 2 insure you receive," D.M. asked if she got the email or if he got it (the form). Even if the form was sent, it would not come to her because she did not process substitution forms.

The OIG showed D.M. another text message sent from telephone number 954-937-2198 to FCI's Owner's cellular phone, dated June 10, 2024, at 4:56 PM, which read "We good on leaving everything as is. Thanks." D.M. responded that this must have meant that someone in procurement or her staff said everything was fine. She did not know what "everything" was. This text message probably meant that whatever she needed did not happen.

When the OIG explained that her visit to FCI's Owner's office happened the next day, D.M. responded that she did not believe that he was legitimate or a small business and that was the only reason they would go to his office. The visit to FCI's Owner's office had nothing to do with the substitution request form and that checking his business location was unrelated to the procurement.

The rejection of the bids occurring two days after her visit to FCI's Owner's office was a "coincidence."

4. Interview of M.B., Executive Director of Technology Operations and Task-Assigned CIO

BCPS hired M.B. as the Director of Computer Operations in May 2018. He believed he was promoted to executive director in approximately 2021. He is currently the Task-Assigned CIO and was task assigned as CIO in December 2018 to possibly August or September 2019. His responsibilities as executive director were to lead departments that were operationally based; he led the TSS, Application Services, and Infrastructure Services departments. M.B. oversaw the TSS Director. TSS dealt with Procurement. Although as executive director he would speak with the TSS Director about the procurement of devices, it was the TSS Director's team that was responsible for the specifications and working with Procurement.

The CIO is responsible for the entire IT organization. The day-to-day operations were handled by the directors, and the CIO had direct oversight when it came to the entire department. When he was an

executive director, he would schedule a meeting with his direct reports weekly, but they did not always meet weekly.

From a communication perspective between TSS and Procurement, once the specifications were identified based on IT's requirements, the TSS Director would work with the Project Management team ("PMO") because they would have to craft a package to communicate with Procurement what the needs were for any item presented to the Board. Once the specifications and the requirements were gathered between TSS and PMO, it went to Procurement to vet before it went out.

Regarding ITB FY20-123, there were performance issues with any devices. He wouldn't say that at all performance issues were outside of the norm. M.B. had not heard from any parents, staff members, or any departments about wanting to continue with the Lenovo devices. M.B. said that, absolutely, he had heard others refer to Lenovo as "Le no no's," It was a common statement that was unfortunately made across the board. Any device was not going to perform as you think it will, if you are going to have it in BCPS's environment for an extended period of time. BCPS had devices in its environment well past the three-year mark, which could have affected their performance so the statements about "Le no no's" could have been a result of those devices being in the environment longer than they needed to be.

M.B. was shown an email dated September 6, 2023, sent from the TSS Director to J.P. and copying him which read, "Attached are the Renewal Request letters for the device vendors. Currently we are scheduled to go to the October 17, Board meeting for the renewal." He was also shown the attachments which contained two letters, one from Lenovo and one from Dell. M.B. remembered that there was a renewal effort but did not remember the outcome.

M.B. was not part of the Microsoft Teams meeting on September 19, 2023, where staff told Former Purchasing Agent IV to forgo the ITB FY20-123 renewal and draft a new ITB, and he did not have any recollection of the attendees meeting with Procurement.

Regarding who directed the TSS Director, the PITAC Director, and the other IT members to meet with Procurement, M.B. said it was not him, but he was not certain who did. The only individual who could have directed them to do that was the CIO, not him. He had no knowledge of J.P. directing them to forgo the renewal, he just knew that he did not direct them to forgo the renewal.

He was not certain who spoke to whom about making the final decision to forgo the Lenovo contract, but from a chain-of-command perspective, he as an executive director could not make the call on whether or not IT moved forward with a vendor to renew or not. The CIO would be responsible for that; he could not make that decision. He would not be a part of that chain of command at all, and it would go right above him.

Regarding ITB24-236, M.B. did not know if timing-wise J.P. was still with BCPS but thought he was. They would have done the same as it related to requirements and specifications, and they would have worked with Procurement and PMO. M.B. would have been a part of some of those meetings but not all of them, because he would trust the team to do what they needed to have done as far as the specifications and related things.

J.P. would definitely have input regarding the specifications, but they would go to the marketplace to understand what was in the marketplace. They would understand what the needs were when it came to devices internally, but M.B. was unsure if J.P. would give them direction as far as specific specifications; he never got to that level of granularity.

Regarding any guidance on how to structure the groups and what devices to include in the ITB, M.B. believed at one point J.P. mentioned Chromebooks but did not know which ITB it was for. At one point, Chromebooks were a part of the conversation in addition to their normal laptops and desktops.

The TSS Director and his team created the specifications. The timing for creating specifications varied depending on research, understanding what they currently had in place, and understanding what they could do from a specification perspective.

Two weeks was absolutely enough time to put together an ITB solicitation when completing market research, and it was enough time to find specifications. But two weeks was not enough time to do research, RFIs, and finalize the specifications when it came to all of that from a procurement perspective, and it could take longer.

M.B. was not certain who approved the final specifications for the first ITB advertised in October 2023. He knew that at one point, he, J.P., and one of the other executive directors reviewed specifications, but he could not remember if it was for the first or second ITB. As a matter of course, when the TSS Director and his team would do the specifications, they would absolutely be routed to him and then the CIO for approval. The specifications would be routed to him for review and then to the CIO, who would review and approve them.

M.B. confirmed that the September 27, 2023, email from the TSS Director to J.P., copying him, TSS Assistant Director, another executive director, and the PITAC Director, showed that the TSS Director sent the specifications and the ITB to J.P. around that time.

Regarding the email thread between J.P.'s secretary and TSS Director stating that the attached was approved by J.P., J.P.'s secretary routing this was the normal process. There was no doubt in his mind that J.P. approved the ITBs, the specifications of the ITBs.

As a matter of practice, the procurement agent would routinely send the unredacted proposal of the bids to IT, including the pricing information, so that IT could prepare the FAW. Whoever was bringing the item to the Board worked with Procurement to complete the FAW, so if it was the TSS Director, then he and his team worked on the FAW with Procurement along with the PMO team.

When asked if he recalled any issues with ITB24-236, related to the solicitation, such as any issues with the bid or the specifications, M.B. stated that there were multiple ITBs and with one of those ITBs there was a concern regarding memory. M.B. believed Lenovo had a challenge with the memory component of the devices that would have been awarded to HP related to modular or soldered memory, but he was not sure if that challenge had to do with the first or second ITB. He was "certain there was a reject all bids related to that particular issue" and there could have been another issue, but that was all he could remember.

What he remembered about an intent to protest regarding this ITB was that he thought it was about memory.

M.B. was not involved in any meetings or phone calls with Lenovo when they raised the issue. He knew the TSS Director's team had conversations related to that, but he did not know who was in those conversations. When asked if the TSS Director told him about the meeting with Lenovo, M.B. responded that was how he found out about the memory concern and confirmed that the TSS Director relayed that information to him. M.B. was not a part of legal conversations, and he did not recall if anyone relayed to him what legal advised. He did not have any conversations about the soldered memory issue with anyone from Procurement when he became aware of the issue.

Regarding the original award recommendation that was awarded to HP, and then a revised award recommendation basically rejecting the bids for the first ITB, it was his understanding that the rejection had to do with the Lenovo issue. M.B. was not certain if there was any alternative to rejecting, such as awarding the second lowest bidder.

M.B. was shown the ITB's Executive Summary for the Board meeting on January 23, 2024, which read in part, "This ITB was meant to increase the variety of computing devices available to students and staff throughout the District. These devices included Windows-based laptops and desktops. Inadvertently, non-Windows devices such as Chromebooks and Android-based tablets were omitted," and asked him to clarify the reason for the rejection of the ITB. M.B. knew Lenovo had a memory-based issue with an ITB and it was either this ITB or the second ITB. He also knew that J.P. wanted them to evaluate Chromebooks.

He did not know when it was realized that the Chromebooks and Android tablets were omitted. He did not know whether they were part of the original request for specifications or if that was something J.P. added along the way. J.P. did not direct him to direct the TSS Director to include Chromebooks and tablets early on, when the TSS Director was putting together the specifications. M.B. was not certain if J.P. directed the TSS Director, but obviously there had to have been some conversation between J.P. and the TSS Director regarding that, because it did not come through him.

M.B. did not know who wrote the Background/History section in the Executive Summary. That would have been in collaboration with the TSS Director's team, PMO, and Procurement. M.B. believed that the decision to recommend the rejection of all bids to the Board would have been a Procurement decision. If it was something that was done today, it would involve him, but he could not say who spoke to J.P. or Procurement.

The OIG showed M.B. an email string, dated November 16, 2023, between J.A. and J.P., where J.A. asks J.P., "are you in agreement with telling the vendor from yesterday that we will reject all bids? This is in reference to the call you were on with [Lenovo]?" The OIG also read aloud J.P.'s response to J.A. on the same day, stating, "Hi [J.A.], Yes I am. I would also like to rework the scope of ITB to include Chromebooks before we [put] it back out" and J.A.'s response to J.P. on the same day, stating, "Perfect!" The OIG also showed M.B. the October 13, 2023, email string between Former Deputy Superintendent, J.A., and J.P. stating "Yes, this ITB is to replace the current ITB that covers Microsoft Windows devices. We also have an apple agreement to purchase Apple products and we are currently having conversations to put out another ITB for Chromebooks from the same OEMs."

When asked what he knew about the idea of having another conversation to put out Chromebooks, M.B. replied that he had no knowledge about the matter, so he could not speak to J.P.'s intent. When asked if he thought the email was contradictory, he replied that what he thought did not matter. M.B. would rather not give an opinion as far as that went and this was the first time he had heard of or seen that. M.B. was not copied on that email but found it very interesting.

M.B. could not say whether the statement (that Chromebooks were inadvertently omitted) on the Executive Summary previously shown to him was accurate or not, as he thought that was not his place to say.

When asked if, knowing what he knows now, the statement in the Executive Summary was accurate, M.B. replied, "knowing what I know now, from that [the 10/13/2023 email], this is the first time I've seen that, that is not accurate."

The TSS Director and his team drafted the specifications for ITB24-236-1. M.B. was not involved. He, another executive director, and J.P. had a meeting to review those specifications before they were finalized for the solicitation once the TSS Director and his team completed the specifications from a draft perspective. M.B. did not add anything and did not know if one of the other executive directors or J.P. did. As with the previous ITB's process, the TSS Director drafted the specifications, routed them through him, and J.P. approved them. M.B. confirmed J.P. would be the final approver of the specifications.

The OIG showed M.B. the May 6, 2024, from the TSS Director to him, J.P., and another executive director regarding the second ITB, occurring after Former Purchasing Agent IV opened the bids and containing the price breakdown. Even though M.B. received the email, he did not remember it. He also did not remember having conversations about the ITB price points with anyone in Procurement, J.P., or any of his IT team members. This was not the first time seeing this email with this price breakdown, if it was attached to the email sent to him. He remembered seeing it but did not remember any conversations he had regarding it.

M.B. had not heard of FCI in relation to a contract but rather from a cell phone perspective, probably years ago. M.B. had not heard of the company as a PC device vendor. M.B. did not know that FCI was in this business and remembered them from being a cell phone company. Therefore, seeing the name would have reminded him that they were a cell phone company, and he did not know they were into PCs or anything like that.

M.B. had seen the price list before but did not remember what was happening when he opened the email almost three years ago. He remembered talking about the price points across the board and about the fact he did not know they were in the PC business. M.B. did not know who he spoke with individually, but he knew there was a big jump between $28 to $40 million, and that they talked about the fact that a $28 million response was a very different response versus anyone else. M.B. again remembered them as a cell phone company and not knowing they were in this business (computers), making it very interesting to see how that played out.

The OIG asked M.B. about a couple of statements that he made to the Board during its July 23, 2024, regular School Board meeting, in which BCPS staff recommended to the Board that all ITB24-

236-1 bids be rejected. Specifically, the OIG asked M.B. about a School Board member's question to both him and J.A. about whether a short list or ranking of firms had been prepared for ITB24-236-1. The OIG read aloud what he stated in response to the Board, that is, "the technology division did not have any access to any ranking information as far as the bid is concerned." The OIG told M.B. that a couple of minutes after that statement, the same Board member asked: "And we can confirm that of the responses received, all 14, that we, the district, did not open, we did not look at, any information, and then subsequently made a decision?" and that M.B. replied, "From a technology perspective, no, we did not."

When asked how he reconciled that statement with the emails the OIG previously presented to him that showed IT had access to the price points, M.B. replied, "I took those questions as procurement questions, which is why I answered the way I did." He thought that they were asking him procurement-related questions, so he answered the way he did. When asked what he meant when he said, "from a technology perspective, no we did not," M.B. replied, "From a technology perspective, at the time, I took those questions as procurement-related questions, which is why I answered the way I did."

When asked to further explain because he had said in this interview that he saw the email and price points but told the Board that he did not see any of it, he replied, "I thought they were asking me questions related to procurement on their processes when it came to any final rankings that I did not see and so I told them the answer I gave that, clearly gave them an answer because that's what I felt. I did not know if there was any other rankings that procurement had available to them that I hadn't seen before."

M.B. thought there could have been another ranking, because IT was not normally a part of the last few details of the procurement process. Regarding the price breakdown email and what he told the Board, and that he did not tell them he saw any of it: he did not think they were asking him about that. M.B. thought that there could have easily been something else from a procurement perspective that he did not have access to.

When asked whether he corrected J.A. by saying that IT was privy to some price points when she told the Board during the July 23, 2024, meeting that it was her understanding that the user department (IT) was not privy to the price points. M.B. replied, ". . .I don't think I addressed that at all. I don't think I did."

M.B. never told the Board at that meeting that he saw the prices. He asked the OIG if there was any other information Procurement had available to them that IT did not have, which the OIG told him was not known. M.B. stated, ". . .but that's what I'm getting at, right, that's why I answered the way I did because I did not know if there were, if there was any other information." M.B. acknowledged that he did not say that [to the Board] and that the "transcripts are what they are."

When asked if he remembered what led to the rejection of ITB24-236-1, M.B. responded that there was supposedly some language that should have been included in the ITB, from a procurement perspective, that was not included. He learned about this a short period of time before the Board meeting; specifically leading up to their prep before the Board meeting. He did not remember who told him but stated it could have been someone from procurement.

M.B. did not know who made the decision to recommend to the Board that all bids be rejected. He was not involved with that. M.B. did not know the date he became Task-Assigned CIO in 2024. As to his involvement in the decision to recommend to reject all bids, he would have been told about it, so he must have had a conversation with Procurement; however, he did not know the specific person he spoke with. He would have received that information as a result of his involvement with the Board meeting, and if he was not Task-Assigned on June 13, 2024, he would not have had a conversation with anyone regarding that.

M.B. remembered meeting with J.A. and IT members regarding the issues with the ITB, such as missing documents. M.B. recalled they talked about the fact that it would be recommended to be rejected because the procurement information was missing. M.B. did not remember exactly when that meeting took place, but it was sometime before the Board meeting, and he was told then what the recommendation would be. M.B. did not remember who was in the meeting.

M.B. did not think that the reasons for the rejection of all bids for this ITB had anything to do with the specifications, and no one communicated that to him if that was the case. M.B. did not recall when J.P. left the district, but he confirmed J.P. was around in June or late May; however, there might have been a two-week period of time or a week when J.P. took time off.

M.B. did not recall whose idea it was to switch from an ITB to RFP. That would not have been something that he would have recommended. The department that would authorize the use of an RFP versus an ITB was Procurement, but he did not know who from Procurement.

M.B. did not know if the district could have achieved the same outcome using the ITB as opposed to an RFP. An ITB was normally awarded to the lowest bidder and an RFP was a lot more in-depth. The lowest bidder may or may not win, depending on what the specific needs of the district were. The time frame of an ITB versus an RFP varied.

M.B. had conversations with J.A. about many things from a procurement perspective related to IT, but he did not recall the details of the conversation regarding this. He would not fight with anyone when it came to any vehicle that made sense and that was prudent when it came to the district. It was not a situation where he fought it or overly supported it, but they definitely had a conversation related to it. He just did not remember the details. If J.A. said on record that he supported it, then he supported it.

M.B. could not speak to why Chromebooks were not part of the RFP and confirmed he was the Task-Assigned CIO. The specifications were already in place before he was Task-Assigned CIO; he inherited it, so it was not a situation where he said to take those out. When asked if the whole reason for rejecting in the first place was because they needed Chromebooks, M.B. replied that he just read that a few moments ago (in the OIG interview) and that was not sent to him before. He would not have been looking for those devices if he had approved the specifications in the RFP.

M.B. recalled conducting multiple site visits to the PPW warehouse, the awardee of the deployment RFP, but he did not know when. He did not know how many warehouses PPW had but recalled going to more than one location.

M.B. did not know how the district confirmed that PPW met the 10,000-square-feet requirement outlined in the deployment RFP. M.B. confirmed that no one communicated with him regarding any issues with the warehouses' space. M.B. confirmed that the minimum requirement was written by Procurement and had nothing to do with IT. M.B. was unaware of the minimum requirement and told the OIG he found out a few moments ago. When asked why he went there, M.B. stated that they were awarded, and he and his team wanted to go there to ensure they understood PPW's process, that is, to see how they etched, imaged, and deployed devices. He had to make certain that, when doing something of that magnitude, he could see their process. The purpose of the site visit was not to check square footage or anything of that magnitude; it was to see their processes.

5. ***Interview of FCI's Owner, Owner, President, and CEO of FCI***

FCI's Owner is the owner, president, and CEO of FCI, which is a telecommunications company established in 2008. FCI provides cell phone services—such as mobile broadband, international calling, and Fiber-to-the-Premises—and manufactures laptops, desktops, tablets, modems, and cellular devices. FCI is an OEM with around 70 employees, including contractors, both domestically and internationally. FCI has two offices in south Florida.

FCI's Owner and his team first learned about the competitive ITB for updating BCPS's computer devices through DemandStar. This ITB was his first bid submittal to BCPS.

In or around early June 2024, before BCPS rejected all bids, FCI's Owner received a brief telephone call from J.A. During the call, J.A. told FCI's Owner that Mr. Farrell, the owner of PPW, would be reaching out to him. FCI's Owner stated, "after she said, hey he'll be reaching out, I mean, he blew me up." J.A. recommended Mr. Farrell's company PPW as a vendor that FCI's Owner should work with for minority vendor participation. FCI's Owner stated, "next thing you know, he had my phone number, he was calling me. Never met the guy a day in my life." His understanding of his conversation with J.A. was that when she said that he should work with Mr. Farrell, she meant that he should hire Mr. Farrell's company as a subcontractor in relation to the ITB under evaluation. The conversation with J.A. lasted about 25 seconds. FCI's Owner described the conversation with J.A. as "like a muscle almost" and felt it was like ". . .you need to do x y z, do this, do that." He confirmed he meant that J.A. was muscling him.

When asked whether J.A. specified the role for which FCI's Owner should subcontract Mr. Farrell, FCI's Owner replied that she wanted him to "give him the etching." Later in the interview, however, he stated that J.A. did not mention etching at all during their conversation; instead, Mr. Farrell was the one who first mentioned etching to him.

Shortly after talking to J.A., FCI's Owner received a telephone call from Mr. Farrell, who identified himself as the owner of PPW. During the call, FCI's Owner learned from Mr. Farrell that FCI was the ITB's lowest bidder. Specifically, Mr. Farrell told FCI's Owner that "you won this but listen . . . you ain't gonna . . . . " FCI's Owner did not know how Mr. Farrell knew FCI was the lowest bidder. FCI's Owner could not recall what was said after that, but stated, "it was just really the muscle stuff," and then, when he did not respond to him, that was "when they came to my door."

During the call Mr. Farrell told FCI's Owner that he wanted FCI's Owner to edit the subcontractor that FCI's Owner listed on his bid submission for the ITB with Mr. Farrell's company, PPW. Mr. Farrell wanted FCI's Owner to switch out his subcontractor to PPW by two o'clock. Later in the interview, FCI's Owner stated that he recalled the conversation with Mr. Farrell was along the lines of "if you want this, you need to hire me." FCI's Owner learned from Mr. Farrell that the BCPS Supplier Diversity Department was involved in the substitution of subcontractor and that its representatives would visit his office.

FCI's Owner inferred from Mr. Farrell's tone during the call that he and J.A. were very close. Mr. Farrell also told FCI's Owner that he and J.A. had previously worked together in Miami and Palm Beach.

Because Mr. Farrell was so pushy during one of the conversations, FCI's Owner ignored his calls and told his staff to do the same. FCI's Owner did answer Mr. Farrell's calls on one or two other occasions. During the last call with Mr. Farrell, FCI's Owner felt that he was being "muscled" over the phone. He recalled Mr. Farrell saying that "it's my fifth time calling you, I ain't gonna call you again, you need to change your application, put me on there as the subcontractor." FCI's Owner never made any updates or changes to his original ITB submission.

After he said no to Mr. Farrell and hung up, Mr. Farrell kept blowing him up.

Around the same time that Mr. Farrell reached out to FCI's Owner, other individuals associated with BCPS also tried to contact him. On June 11, 2024, after FCI's Owner stopped answering Mr. Farrell's calls, two individuals whom FCI's Owner believed to be associated with BCPS Supplier Diversity visited his office. FCI's Owner believed the visitors were from Supplier Diversity because Mr. Farrell told him they would come to his office and the category he needed to change would be "supplier diversity."

Additionally, when asked if he knew why the Supplier Diversity representatives came to his office that day, FCI's Owner stated that there "was a deadline they had to meet, it was like a 2, it was a 2:00 p.m. deadline that they had to meet . . . to have me edit my ITB." FCI's Owner was not in his office during the visit.

Approximately a couple of days later he received a notification through DemandStar that all bids were rejected. This all happened in the span of about one week.

During the interview, FCI's Owner showed the OIG the following text messages on his cellphone:

- A text message dated June 5, 2024, at 3:47 PM, from telephone number (305) 467- 3913, which read: "This is Brian from Phone and Pad."

- Four text messages from telephone number (954) 937-2198:

    - Text message dated June 7, 2024, at 8:33 AM, which read: "Please call Brian Ferrall. He has left a message. I need u 2 be responsive Thanks"

- Two text messages dated June 10, 2024, at 10:46 AM, which read: "I need a substitution request form asap. Thanks." And, "Please send an email 2 insure you receive"

- Text message dated June 10, 2024, at 4:56 PM, which read: "We good on leaving everything as is. Thanks"

FCI's Owner was not sure who sent him the texts from telephone number (954) 937-2198 but thought it may have been J.A. He further stated, "they kept burning me up because I wouldn't change the application, wouldn't change to put him on there, and then next thing you know I get the notification from DemandStar that they're rejecting all bids . . . ." FCI's Owner said he got the messages saying he needed to be responsive after his third conversation with Mr. Farrell.

After all bids were officially rejected, FCI's Owner called a lot of people seeking guidance as to what to do, and he was encouraged to do a bid protest. One of the people he called was the Former Procurement Director who knew J.A. He believed he spoke with the Former Procurement Director after the bids were rejected and before he submitted his bid protest; possibly sometime in June 2024. He did not believe he went into detail with her about his conversation with J.A., but if he did, he did not remember exactly what they discussed. He believed this call focused on his conversations with Mr. Farrell.

Between June 27, 2024, and July 1, 2024, J.A. contacted FCI's Owner via phone from a 954 number after the rejection of all bids, and after he filed a formal written protest in connection with the ITB. During the call, J.A. asked him, in essence: "why would we hire you, you're suing us, that don't make sense." He believed J.A. was questioning why they would hire him for future bids. He realized he had spent a lot of money and wasted a lot of time pursuing the bid protest and that "they had already made up in their mind that, who they wanted." As a result, he decided to withdraw his protest.

*6. **Interview of J.P., Former CIO***

J.P. became BCPS's CIO in April 2022. He believed his last official day of employment was June 30, 2024; however, he may not have been there most of June because he took vacation. His main responsibilities as CIO were to provide the district with technology services which ranged from the district's applications to hardware, software, and information IT security services. He also managed up to six different departments and served as a member of the Superintendent's Cabinet.

For the devices ITB, M.B. would have been the executive director. The TSS Director, who reported to M.B., would have been the primary person working with Procurement for the devices and deployment services ITB.

The process for gathering specifications for solicitations varied on whether it was an ITB or RFP. Generally, for an ITB they would create the specifications which should usually be as broad as possible to focus on the specifications themselves. They could choose a specific product for an ITB and allow for an equivalent product, but traditionally they should gather requirements. For example, if related to student devices, they would want to get an understanding of what the devices would be used for and to make sure that the specifications were going to meet those needs.

Once there was an understanding on what the devices were going to be used for, someone from his team would normally work with Procurement to turn the specifications into the procurement document that would go out. The gathering of specifications to be published in the ITB could on average take anywhere between 30 to 90 days.

Although Lenovo devices had issues, they had issues with all devices, and J.P. did not know if those issues were anything out of the norm. He did not recall any issues that stood out. J.P.'s challenge with the Lenovo devices overall was that the building technicians did not report to his division at BCPS, instead they reported directly to the school principals, so he did not have a lot of information about the student devices. There was School Board members that referred to Lenovo devices as "Le No No's" and talk from Procurement and IT about dissatisfaction with Lenovo's devices, but there was no evidence or validation for the dissatisfaction. This sentiment may have stemmed from BCPS's previous procurement of these devices.

Regarding any efforts by the IT department to renew the Lenovo contract in 2023, he remembered that there was a bid that went out that the TSS Director was supposed to send to M.B., an IT executive director, and himself for approval before it went out, but the TSS Director did not do that. The bid that went out was not what they were trying to do. It was supposed to be broader and not vendor specific, and it was supposed to allow for Chromebooks and Android tablets, among other things. Therefore, the bid that was advertised did not match their directives. They needed to rework it, and given that need, and the fact that the Lenovo contract was expiring, J.P. believed they were going to extend the Lenovo contract or renew it so they could rework the bid.

J.P. did not remember trying to renew a Lenovo contract from September (2023), but he remembered needing to renew the contract to have time to work the bid. He did not recall it occurring before the bid went out and thought it occurred when the bid was pulled back to rework it. It was very possible that when they started working on the bid, there was not enough time, so they wanted to renew to allow for more time to "work the bid" before it went out. However, he did not recall the order of events.

J.P. did not remember a September 19, 2023, Teams meeting where Former Purchasing Agent IV was reportedly directed to forgo renewing the Lenovo contract and instead issue a brand new ITB. He did not know if he directed the TSS Director to tell Procurement that IT was no longer interested in renewing Lenovo's contract and instead wanted to start a new ITB. However, he wanted a new ITB out.

Normally, M.B. gave the TSS Director direction, but J.P. did want an ITB that had more than the fleet options than was in the current bid; it did not have Android tablets or Chromebooks. They had discussed in their leadership meetings, maybe for six months to a year, about the need to get a new bid out to procure more different types of devices. The direction could have been from him or M.B., but he did not remember.

When asked to clarify if the decision to let the contract expire came from himself, M.B. or the TSS Director, J.P. stated that type of work would be more operational level and would typically be under M.B. or the TSS Director.

J.P. remembered discussing that either they do one big ITB that had all the various device types they wanted, or separate ITBs for each different device type. He could not remember what they ultimately decided but he wanted to make sure they had the ability to bring in Windows devices, Chromebooks, Android Tablets and iPads.

The decision to have an ITB that had all the device categories had been discussed for months so there were months to do that amount of work to build the proper ITB vehicle that needed to be advertised. The TSS Director had months to build it, not two weeks.

He did not know who wrote the October 2023 ITB because the specifications never came to him for review before going out. He believed that the TSS Director drafted the October 2023 ITB specifications. The ITB was published but J.P. did not approve its specifications.

After showing him the September 27, 2023, email that had the specifications for the ITB attached and a request for his review and approval, J.P. asked the OIG if it had his approval on it. He did not make approvals via email, which was why he wanted to know how this approval process happened. Generally, approvals were received through his Teams queue, which he would approve there, and then his secretary would add his digital signature to an approval. He did not remember approving this.

It was possible that he approved the specifications, but his memory was that he did not approve them to go out. Once he found out the first bid went out and it did not have all the other categories of the devices needed, he said it needed to be pulled back to add the other categories, as the bid should have had laptops, desktops, Chromebooks, and tablets.

It was possible he did not catch that this bid did not have all the categories because normally he let his executive directors do the operational stuff. It would not be rare or unheard of for him to find out a bid did not have all the things they needed and for him to pull it back, make an amendment, or rework it. When something was ready to become a School Board item, then it would come to him.

J.P. was aware that, as matter of practice, Procurement opened the bids and shared the proposals. He did not realize it happened via email. Notwithstanding, Procurement shared the results of the bid with the appropriate folks in the department or division.

J.P. remembered getting the results of the bid back and it did not have all the device types on it. He met with the former Superintendent about not currently having a way based off this bid to get all the devices that they had discussed procuring. He also discussed with M.B. and an IT executive director that the bid was not sufficient for the needs of the district. The Former Superintendent was not concerned about not having a contract because that was something that would happen quite often and they would have to determine how to purchase, or “cover the gap between you know things going back out.” He recalled conversations about how the bid did not cover all the devices, whether they wanted to keep the bid and do a separate bid for the tablets and Chromebooks, or whether they wanted to do a new bid with all devices. Also, he recalled conversations about whether they wanted to renew the Lenovo contract for a year, so they had time to rework the bid.

J.P. remembered he had an issue with ITB24-236 before or after October 30, 2023.

J.P. did not recall being a part of that Teams meeting discussing the reasons behind Lenovo's intent to protest and did not remember whether anyone told him about that meeting. He recalled the RAM issue but did not remember any specifics about meeting with Procurement. Additionally, the Teams call with Lenovo was not usually a call he attended. He also did not remember attending a subsequent, related meeting with Legal to discuss the issues Lenovo raised.

By the time they were talking to Legal, that would have been something for him to be involved in, so it was very possible he was in that meeting. However, he did not remember the meeting. He did not remember if anyone told him about the meeting. It was very possible someone told him about what Legal said, but he did not remember.

Regarding the revised recommendation rejecting all bids posted on November 16, 2023, J.P. remembered that they did not have all the specifications required for the ITB and that was why the bid needed to go back out. It was also very possible that the two things converged where they did not have all the specifications along with receiving advice from Legal or maybe Procurement. It was highly likely that he did not put a lot of focus on this bid until that point and it was very possible that this was when he reviewed all the technical specifications in detail. This might have been when he realized that this was not the bid he directed.

One issue J.P. had with the bid was that it only contained iSeries processors for the Windows devices. He wanted to open the bid to other manufacturers of processors and include AMD. Generally, he wanted as much competition and as many categories as possible.

Chromebooks and tablets were missing from the ITB, and the specifications overall were very rigid and not as open as he remembered directing them to be.

J.P. recalled meeting with M.B. and an IT executive director and telling them that this was not what the bid was supposed to be. At that point, he no longer trusted the TSS Director to rework the bid because what had gone out was not what was directed. He, M.B., and an IT executive director created the new specifications for the replacement ITB to be more open and inclusive of more devices.

IT meant to include Chromebooks with the ITB and accidentally left them out. His directive was that they needed to expand the device types in the district. His understanding of the situation at the time was that there was a misunderstanding of his directive to M.B. M.B., who was aware of J.P.'s directive to include Chromebooks and tablets, would have directed the TSS Director to ensure the different device types were included in the ITB.

J.P. may not have noticed the ITB's issues until it was ready to become a Board agenda item, because that was when he would usually ensure it met all expectations and was ready. Before the bid was advertised October 4, 2023, he would have told M.B. that he wanted to include Chromebooks in the ITB. However, J.P. would not have known if the TSS Director and Procurement decided to do separate bids.

Market research, such as confirming the specifications needed for these devices, should have been done prior to releasing the ITB, because he issued his directive months earlier, possibly more than a

year. M.B. and TSS Director were aware that his and the Former Superintendent's intent and vision was to expand the fleet to these different device types.

J.P. could not say when he noticed the Chromebooks and tablets were missing but generally, he ensured everything was good at the time of the Executive Summary and the Board items. This was not the first time he needed to recommend the rejection of all bids because it came to him and something was wrong with the specifications or process. The Chromebooks and tablets were one of the issues leading to the rejection of the bids.

J.P. believed that the portion of the November 16, 2023, email between him and J.A. that showed he agreed with telling Lenovo that they were rejecting all bids meant he agreed with J.A. When told that his response to J.A.'s email was that he would like to rework the scope of ITB to include Chromebooks before putting the bid back out, J.P. said the email just indicated he wanted to rework the scope to add Chromebooks and did not suggest this was a new idea.

Regarding the email from October 13, 2023, which showed that, while the new ITB advertised October 4 was still active, he stated that this ITB was to replace the current one for Windows devices and that they were currently having conversations to put out another ITB for Chromebooks, J.P. said he did not have the timeline of deciding whether they were doing separate ITBs or a consolidated ITB. The intent was always to get Chromebooks, tablets, iPads, and Windows devices for the district.

Regarding why the Executive Summary stated that the Chromebooks were "inadvertently omitted" rather than the district's intent was to include the devices, J.P. stated that his intent was always that it was going to be one item. From his perspective, the language in the Executive Summary that the devices were "inadvertently omitted" was accurate. If his team did something that was not what he intended for them to do, that would be inadvertent. When he started digging into the item, he found there was a misunderstanding about his intent and so his team, while working with Procurement, decided to put out separate ITBs. Although he was not opposed to doing separate ITBs, that was never his intent or his direction.

In this case, J.P. believed it was a miscommunication of his intent, because he had spoken to M.B., and M.B. gave direction to the TSS Director. It was possible that before October 13, he saw the bid, asked where the Chromebooks were, and was told that it was meant to be a separate bid in the future, but he did not remember the timeline. Ultimately, he knew the bid did not meet his intent for the district. When the ITB's bids were rejected, they could have done a separate ITB for Chromebooks and tablets. They wanted the related deployment services for the devices to be in one ITB and it was cleaner to have them all on the same solicitation and item than have separate bids.

J.P. did not remember having any conversation about any issues with the second bid. M.B. took over his role as the interim CIO, so starting in May 2024, J.P. transferred responsibilities under that purview.

For the second ITB, J.P. approved the specifications. For the first ITB, they did not get approval on specifications, verbiage, or vendor questions, but he believed for the second ITB Procurement and the TSS Director answered vendor questions without getting his approval.

Even if J.P. preferred an ITB, Procurement might decide the solicitation should be an RFP instead, and vice versa. Procurement made those decisions. The same applied to rejecting all bids in that he could recommend rejecting or proceeding with the bids, but Procurement could overrule him.

RFPs usually take a lot longer and specs can get messy. An ITB usually allowed for more exact say in the required specifications. With an RFP you can end up with stuff that does not meet the specifications just because of the scoring matrix; therefore, you could end up with someone who meets the needs the best as opposed to someone who meets all the needs.

The RFP has a lot more qualifications that can come in. For example, for software, he would often do an RFP because there is a lot more to consider with the software purchase than with hardware. Hardware involves just hard specs, meaning, for example, they just need these things - these many ports, this type of processor, this screen. ITBs usually run faster because of that whereas RFPs take a long time. Also, people on the RFP's committee could "award points because they like a color of something."

Usually, a purchasing agent evaluated the ITB and Procurement staff relied on the IT staff for the requirements and to ensure the specifications matched. For an RFP, Procurement would run the process and then an RFP committee would be formed. It was usually up to Procurement to decide who was on the committee.

7. Interview of the Former Procurement Director

The Former Procurement Director was SBBC's Procurement Director from approximately 2015 to 2024. During her employment with BCPS, the purchasing agents always sent the solicitation to the user department for approval before advertising it on DemandStar. The user department incorporated the scope of work into the solicitation.

Regarding solicitation methods, an ITB awarded the lowest-priced responsive and responsible bidder and was typically used for commodity-driven solicitations. The purchasing agent determined responsiveness and responsibility. Often the user department for an IT project or solicitation, such as the IT manager or director, made determinations related to responsiveness concerning technical specifications such as device RAM requirements.

A good example of an RFP solicitation method was when the solicitation was not for commodities and was mostly for services. The RFP usually involved awarding 100 points and did not use the price as the determining factor. The evaluation of services was often very subjective. An RFP should not be used in lieu of an ITB when the fixed cost of a commodity is known. If the commodity solicitation included software and hardware, then an RFP may be considered.

Although purchasing agents or Procurement subject matter experts could determine which procurement method should be used, if the CIO wanted to use an RFP rather than an ITB, that was over her authority. If the CIO wanted to do an RFP solicitation for a commodity, then Procurement would have to do an RFP, even if this procurement method did not fit the definition as outlined in policy.

BCPS's GSC was created to change ITBs into RFPs to facilitate small/minority business inclusion. The GSC used to be under the Former Procurement Director's purview, but when J.A. began employment with BCPS, it was placed under J.A.'s purview since that was the type of work she did in M-DCPS. Small businesses were less likely to be a prime bidder for an ITB since ITBs were fixated on price. However, small businesses could be subcontractors.

Procurement staff should be the only ones to determine responsiveness and responsibility. However, due to ITB24-236's technical aspect, the purchasing agent sent a copy of the responses to the user department, specifically the TSS Director and the TSS Assistant Director. After the purchasing agent determined which bidders responded to all the information and met qualifications, the TSS Director and TSS Assistant Director assisted in evaluating the rates, prices, and components to ensure they matched since the purchasing agent was not an expert in reviewing specifications.

IT staff needed to receive the bid responses for an ITB, but the pricing was not supposed to be given to the end user. However, as a matter of practice, procurement staff provided the prices to the user department. The user department did not need the pricing to complete its evaluation, but this was BCPS's practice.

The Former Procurement Director confirmed that the purchasing agent really should not provide the prices to the user department as the user department should be able to determine if the bidders' specifications were compatible without seeing the prices. The best practice was to not share the price information with the user department, other than with construction bids. However, she was routinely asked in the past to share prices with others and would.

Since the start of her employment, BCPS always advertised the procurement of laptops, desktops, and deployment services as an ITB. Prior to the 2020 ITB for devices and deployment, the OEMs bid on deployment services. For example, Lenovo bid on the deployment services and subcontracted etching and deployment services to the MBE vendor. When the 2020 ITB was advertised, deployment services became its own group.

The TSS Director, TSS Assistant Director, and J.P., as well as members of the School Board called Lenovo's devices, "Le no no's." She believed that J.P. and superintendent did not want Lenovo.

During the time of a potential renewal with Lenovo in 2023, IT staff, including M.B., went to a convention or HP event and learned about various services HP could provide in the education sector. IT staff came back from that event and decided they did not want to renew with Lenovo. She recalled conversations about not wanting to renew with Lenovo after ITB24-236 was advertised on October 4, 2023; between October and December. The Former Procurement Director recalled that J.P. and J.A. were part of a conversation in which they decided not to renew the contract with Lenovo that expired at the end of 2023. She had many conversations with IT staff, including J.P. and "there was just a hard stop on Lenovo."

Her recommendation was to renew the contract with Lenovo. However, she had no authority to override IT staff's decision not to renew their contract even if she decided that another route would be beneficial for BCPS.

Regarding Former Purchasing Agent IV's September 19, 2023, email stating that "The soundest route is to renew for 1 additional year meaning it would now expire on 12/31/2024 while working on an ITB/RFP to commence once the ITB FY20-123 contract has expired on 12/31/2024," the Former Procurement Director stated this was ideal and the route they would always recommend. These meetings included the TSS Director, TSS Assistant Director, and the PITAC Director, where the general consensus was not to renew with Lenovo.

Between October 30, 2023, when the award recommendation for ITB24-236 was posted showing HP as the lowest bidder and November 16, 2023, when a revision to the award recommendation was posted recommending the rejection of all bids, the Former Procurement Director attended a meeting with J.P., the TSS Director, J.A., and someone from SBBC's Office of General Counsel. She later indicated that she was not certain J.A. was on the call. This call occurred because Lenovo filed a protest stating that HP's devices were not compliant with BCPS's requirements. The TSS Director agreed in that call that Lenovo was correct in its assessment of HP's specifications and that IT staff made a mistake in determining HP as qualified. J.P., J.A., and legal counsel all knew Procurement's position was to award the next lowest bidder.

The Former Procurement Director had a call with J.A. and J.P. during which she advised them that the right thing to do was to award the next lowest bidder. J.A. agreed to reject all bids despite the fact that the Former Procurement Director recommended to her that Lenovo should be awarded.

J.A., who reported to the Former Deputy Superintendent, had the ability to go to the superintendent to relay Procurement's recommendation to award Lenovo. Ultimately, it was the superintendent's recommendation as are all recommendations that go before the School Board.

The driving motivation for the rejection of all bids was because they did not want Lenovo. There was no concern that HP would protest BCPS's award to Lenovo because HP clearly did not meet the requirements of being responsive and responsible. "They didn't have a leg to stand on."

The reason listed on ITB24-236's Executive Summary recommending the rejection of all bids due to BCPS's inadvertent omission of Chromebooks and Android tablets was just a random excuse staff used because BCPS could have advertised a separate ITB for those devices. Staff had to provide substance to recommend the rejection of all bids to the School Board and revising the scope would provide that substance. The true reason for the recommendation was because staff did not want to award Lenovo. However, they could not write that on the Executive Summary because Lenovo could sue BCPS and School Board members would have an issue with that. Procurement had a running joke that if staff wanted to reject all bids, they would say "change of scope." If the reason for rejection was a change of scope, then staff, by law, must actually change the scope; which they did in this ITB by adding devices. Staff had to put specifically what the change of scope was because School Board members were tired of every rejection stating, "change of scope" and required that staff be specific in what they were changing.

The Former Procurement Director did not have discussions about BCPS's omission of Chromebooks and Android tablets being the reason for the rejection of all bids. If that were the reason, they could have told this to Lenovo at that time of their conversations with Lenovo. ITB24-236 had many

addendums so IT staff also could have added those devices at any point during the release of the addendums.

J.A. was aware of the issue concerning Lenovo's protest and HP's bid being disqualified because either during the call or after the call at various times, the Former Procurement Director told her about the situation and advised her that BCPS should award the next lowest bidder, to which J.A.'s response was "No . . . Lenovo no no, Lenovo was no." J.A. never mentioned anything about Chromebooks and Android tablet being omitted.

Regarding ITB24-236-1, the Former Procurement Director was not involved much in its preparation and approval because she was leaving BCPS. J.A. and M.B. were heavily involved in this solicitation. The Former Procurement Director did not recall ever rejecting a bid because the Bidding Preference form was not included.

She believed that J.A. and D.M. brought the owner of PPW, Mr. Farrell, to BCPS to respond to the bid because Mr. Farrell visited J.A. a lot and met with J.A. in her first few weeks of employment with BCPS.

J.A. had an EDDC superintendent-like position in M-DCPS and D.M. used to work for her. When D.M. started working for BCPS, she told the Former Procurement Director that "thanks to her strategies this vendor was able to grow his business and be awarded a lot of work in Miami-Dade County."

Procurement staff always consulted SBBC's legal counsel when there was a technical or material deviation. The purchasing agent cannot make the decision and must consult with someone. As the procurement director, she did not have the authority to waive this as a technicality, nor did she have authority to decide to reject all bids without seeking consultation from legal counsel.

Regarding FCI's Owner, he reached out to the Former Procurement Director after the rejection of all bids for ITB24- 236-1 and asked her to recommend a protest attorney. She could not remember the date but believed that he must have contacted her within three days from the recommendation for rejection of all bids because he had to file an intent to protest within the required timeframe. FCI's Owner was upset and was protesting because he believed he was the lowest bidder and that the rejection of bids was discriminatory because he was an African American small business.

After the rejection of all bids, FCI's Owner told the Former Procurement Director that before the rejection of all bids he got a text from Mr. Farrell to call him. FCI's Owner asked her if she knew that Mr. Farrell and she told him that she did know him and his company. Mr. Farrell was texting and calling FCI's Owner, asking FCI's Owner to call him. He told the Former Procurement Director that he never responded to Mr. Farrell.

FCI's Owner also told her that in that same week, D.M. also texted and called FCI's Owner and showed up at his office. There was a Ring camera video showing D.M. and a gentleman. FCI's Owner saw a black lady on the Ring video. She believed that he described the lady in the video to her, and she told him it might be D.M. He described the gentleman in the video, and she told him, "That must be, iPad, the guy from iPad." She did not see the video and could only say what FCI's

Owner described to her. FCI's Owner also told her that D.M. was texting him. FCI's Owner told her that D.M. sent him a text, or had a conversation, essentially saying that before they made the recommendation to reject all bids, he needed to change his subcontractor to Mr. Farrell's company and then they would award him the bid.

The Former Procurement Director did not know how FCI's Owner could have changed his subcontractor because once the bidder submitted the bid, the bidder must be awarded with that subcontractor. However, because BCPS accepted responses on paper, procurement could swap the documents or claim the bidder changed it. She felt that J.A. or D.M. could claim the bidder changed its subcontractor and no one would question that. She was also told that EDDC wanted FCI's Owner to change his subcontractor to Mr. Farrell; D.M. wanted this to happen, and J.A. directed it. BCPS had an EDDC form that could allow a vendor to change its subcontractor, but the form could only be approved by EDDC and after the bid was awarded. The prime bidder must complete this form and say it would change its subcontractor. FCI's Owner could have signed the form and agreed to the change, and then the form could have been submitted for processing after the award. The subcontractor change did not need School Board approval.

FCI's Owner also had a phone conversation with J.A., but she did not know the order of the phone conversation or if J.A. ever texted him. FCI's Owner reiterated to the Former Procurement Director that J.A. said if he did not change his subcontractor to Mr. Farrell, he was not going to get the bid. FCI's Owner never responded via text or answered any of the calls from D.M. or Mr. Farrell. He never agreed to change anything and that was when the rejection of all bids was posted. FCI's Owner was waiting and hoping for the award of the bid, and this all occurred before BCPS decided to reject all bids. FCI's Owner spoke with J.A. on another occasion, after the rejection of all bids was posted, and she convinced him to drop his protest. FCI's Owner told her that J.A. told FCI's Owner that his protest would eliminate him from getting future business.

The Former Procurement Director's biggest concern with the solicitation as an RFP was the requirements of the RFP for scoring and evaluation. She questioned how BCPS would evaluate vendors stating what their experience was rather than BCPS assigning points based off years of experience for each vendor. A vendor with 50 years of experience versus a vendor with ten years should not receive the same number of points.

An evaluation committee was a very subjective method, as "everyone votes, everyone is in cahoots with voting for this vendor…" and evaluation committee members do not need to say why they are selecting the most expensive vendor. There should be a matrix for evaluation committee members to use for the qualifications and experience. Without a matrix, evaluators are guessing and not validating the company's true experience. Otherwise, an evaluator could just say, "I want this company, I don't care if they have five years or ten years, I'm going to give them 30 points." Since the RFP was not written to include any matrix on points allocation, no one could question why an evaluator assigned a certain number of points or tell the evaluator that they cannot do that.

8. Interview of the Current EDDC Officer

The Current EDDC Officer worked at M-DCPS's OEO from May 2017 to November 2023. In November 2023, he began working at BCPS as an AECOM subcontractor in support of its SMART

program. Specifically, he worked as a compliance manager for BACH Real Estate LLC, a subcontractor for AECOM that provided support to the EDDC department. As compliance manager, he tracked prime contractor adherence to subcontractor participation goals established on specific contracts. In that role, he reported to D.M. who retired in January of 2025.

His role at EDDC was very similar to his role at M-DCPS's OEO, except for site visits. M-DCPS's OEO conducted site visits to construction sites to verify that primes were actually using certified subcontractors, whereas in Broward they did not perform any compliance-related site visits at all.

In June 2025, he became an official BCPS employee when he was promoted to EDDC Officer, replacing D.M. He does not deal with small business certifications.

The EDDC has four "intra departments," outreach, compliance, goal setting, and certification. They also have one person who does reporting.

The EDDC, through the goal setting process, applied APIs to upcoming solicitations prior to release, whenever small business participation opportunities existed. Some solicitations allowed for an API of 15 to 20 points for the participation of certified firms.

EDDC staff only interacted with bidders during the pre-bidders' conference, which they attended to discuss the EDDC's section of the solicitation. EDDC staff were trained that communication with vendors regarding active solicitations was prohibited during the Cone of Silence.

The EDDC has a document list for the certification process which involved the proposed certified firms submitting documentation, such as tax returns for the last three years, business tax receipts, proof of identity, and birth certificates. EDDC verified that an applicant's address was headquartered or had significant business presence in the tri-county area by checking Sunbiz.org and reviewing their business tax receipts. Additionally, he normally instructed his staff to contact applicants by phone to verify that their business resided within the tri-county area. They do not conduct site visits to confirm the business's address on Sunbiz.org. Due to lack of staff, the EDDC did not conduct site visits.

The compliance manager usually handled it if a prime contractor substituted its subcontractor. Examples of why a prime contractor would replace a subcontractor included the subcontractor going out of business, the subcontractor voluntarily terminating their working relationship with the prime contractor, or the prime contractor saying that the subcontractor cannot keep up with the schedule or is breaching the prime contractor's contract. Almost 99% of the time, these substitutions occur post bid award. If a solicitation had a subcontracting goal and the prime contractor listed a subcontractor it planned to use but then wanted to remove them, sometimes the EDDC would allow substitutions of a "like for like." This meant, for example, if the vendor was subcontracting 10% of the work to a WBE firm and the vendor had a valid rationale for wanting to substitute that firm, the EDDC would allow the vendor to substitute that WBE firm with a similar firm for the 10% subcontracting goal. This would occur after they had been listed as the awardee on the posted bid results but before the work began. He did not recall an instance during his time at the EDDC where this scenario occurred before the results were posted.

All subcontractor substitution requests must be submitted via B2G, a Compliance Management System with supporting documentation attached, and confirmed that a compliance manager could approve or deny it. He did not need to approve the substitution request. Prior to his promotion, he approved and denied subcontractor substitution requests in his role as compliance manager.

Regarding ITB24-236-1, aside from watching SBBC Board meetings and getting a public records request, the Current EDDC Officer did not have any specific recollection of the ITB. When the ITB was advertised in 2024, he was new to BCPS and not involved with ITBs, so he did not pay close attention to them.

Subcontractor substitutions do not require a separate form, as they are processed directly through the B2G. A firm can request a substitution through B2G and the associated compliance manager for that specific contract will receive the request. When the School Board awards a contract to a prime contractor, the EDDC creates the contract in B2G. Every month, the prime contractor uses that B2G account to report how much money it receives from BCPS and how much it has paid to its subcontractor in connection with that contract. Any subcontractor substitution request triggers an automated notification to the compliance manager via B2G. The compliance manager then requests documentation explaining the rationale behind the prime contractor's request to substitute the subcontractor. The request is subsequently either approved or denied.

During his tenure at EDDC, when prime vendors or subcontractors came into the EDDC office to talk to staff it was generally to resolve payment issues. He never saw prime vendors or subcontractors drop off marketing material about their business at the EDDC. D.M. had been in the industry for 30 or 35 years, so he did not feel it was strange for people to visit her, since they were trying to create a network. However, it was not common for people to come into the office other than for certification.

As the Current EDDC Officer, he does not meet with vendors to receive marketing packets or promotional materials and generally, that was the same for D.M.

FCI's Owner's name rang a bell, as he might have heard the name from D.M. However, he could not recall any specific, detailed conversations regarding FCI's Owner.

When told that the OIG had information that on June 11, 2024, he and D.M. visited the offices of FCI, he stated that D.M. said, in essence, "I met this guy, or something, and he said something, so can you go come with me to visit his office." Specifically, D.M. wanted "to see if they [FCI's Owner] actually had an address, office or something like that." They went to an address somewhere off of Oakland or Inverrary, not too far from the EDDC's office.

Upon heading upstairs, they found the office had a blackout window and proceeded to knock on the door. An office representative spoke through an intercom and indicated that FCI's Owner was unavailable. He and D.M. were unable to go inside FCI's Owner's office.

When asked why the EDDC visited FCI's Owner's office, given his previous statement that they never do site visits, he stated that D.M. just asked him to go with her to check if FCI's Owner had a physical office there. He believed she did not want to go by herself, and they had planned to grab lunch after the visit. D.M. did not tell him why she needed to verify FCI's Owner's office address, only

that she wanted to look at this location. He recalled doing only one site visit during his entire tenure at the EDDC.

The EDDC's need to verify a business's address would be prompted by an application for certification as an EDDC-certified firm submitted through B2G. There would not be any reason to verify the location of a business if there was not an application.

He and D.M. worked together in M-DCPS and have a long-standing relationship.

Generally, staff would not know who submitted bids for solicitations. Although EDDC staff received regular emails to notify them of active solicitations, the identities of the bidders were not disclosed.

Regarding an email dated June 11, 2024, titled "BCPS Cone of Silence Report Week Ending 05/31/24" EDDC staff received those emails, but staff would not know the bidders' identities. Upon further review of the email and its attachments, he confirmed that the EDDC received its attached memo and the list of solicitations. Staff might review these documents and know generally what was upcoming, but they did not usually get questions regarding solicitations. Communication with vendors was typically for certification and outreach purposes and compliance with contracts that have already been awarded.

In that email's attached list of solicitations, the bidders were listed with the solicitations for which BCPS received bids in the "Solicitation Respondents" column. When shown that FCI was listed as an active solicitation respondent to ITB-24-236-1 as of the date of the June 11, 2024, email, he again told the OIG that the visit to FCI's office was to verify his location. He could not recall whether D.M. was there for certification purposes and that D.M. just asked him to go with her.

It would not be common for an EDDC Officer to conduct a site visit for a certification. Back when this occurred, he was not receiving Cone of Silence reports as it was more about compliance for him. He would not call the visit to FCI's office a certification site visit.

Although he could not speak to D.M.'s state of mind, he would not have done this. As EDDC Officer, he would not have "gone looking for this knowing it's under the Cone of Silence" and he would not generally conduct site visits unless the need was obvious or they denied the business and the business invited them to visit the office.

The Current EDDC Officer knew Mr. Farrell in his capacity as an SBAC member and co-chair. He also knew PPW had a contract with the SBBC which was not being used. In approximately September 2025, at least three SBAC members, including Mr. Farrell, were removed from SBAC after SBBC's General Counsel issued a memorandum prohibiting SBAC members from serving on the committee if they also conduct business with the school district. This was triggered when an SBAC committee member did an ethics training and learned that the answer to one of the training questions was that those who do business with the school district cannot be on the committee.

The Current EDDC Officer has known J.A. since around January 2019, because he worked with her in Miami-Dade. When he worked in compliance in Miami-Dade, he knew of Mr. Farrell because Mr.

Farrell worked as a subcontractor for Miami-Dade. His relationships with both J.A. and Mr. Farrell were professional relationships.

In his current role, he would never reach out to a vendor who has submitted a bid and ask them to change their subcontractor. He would not do this as doing so would be in violation of both policy and the Cone of Silence.

Policy 3330 authorizes the use of point allocation but lacks specific instructions on how to develop those points. The EDDC's continued application of the matrix developed for point allocation, which quantifies and evaluates supplier diversity involvement during the RFP process. The matrix, which was developed by D.M. during her tenure at M-DCPS, included awarding additional points to EDDC-certified first-time prime bidders.

9. ***Interview of the TSS Director***

The TSS Director has been employed with BCPS for 29 years and has been the TSS Director for approximately eight years. TSS provides all technical support for BCPS's technology assets such as computers, printers, interactive panels, and digital resources for the classroom. They also provide some hardware support, manage and repair hardware devices, and provide service desk support for software issues. The TSS Director reported to M.B.

TSS oversees multiple technology contracts by providing guidance on the contract and managing them once they are approved by SBBC. Prior to the pandemic, SBBC wanted a 2.5:1 student-to-laptop ratio. When the pandemic occurred, everyone needed a take-home device, so it shifted into trying to capitalize on available funding and grants to make the goal a 1:1 student-to-device ratio. Because SBBC met the 1:1 goal, the School Board wanted BCPS to maintain the 1:1 goal.

Given the proper amount of time, the TSS Director's team developed specifications by conducting research, which involved meeting with the prospective OEMs. This process took about four to six months to build a contract and gather the different criteria. Once the team gathered all the specifications for the devices, they were sent to his team of engineers and technical repairs and support staff to evaluate BCPS's past, current, and projected future specifications; to determine a list of portable and non-portable devices and accessories that would work in BCPS's ecosystem and meet the needs of BCPS's operating system.

Once the specifications were done and sent to procurement, the whole contract went to the executive director and CIO to sign off. It would not go through if he disagreed with anything. This process occurs prior to release of the solicitation to the public. The CIO must vet the information as well as SBBC's legal counsel. Procurement managed the process to ensure all those parties completed the sign offs.

The contract that followed the 2020 devices contract was sent to the executive director to sign off and then to the CIO to sign off.

Some staff members or others called the Lenovo devices procured under the 2020 contract "Le no no's." This became "a mantra" from some School Board members. However, those who used that

term viewed the devices anecdotally, rather than considering the devices' performance and whether the devices met the standards. IT staff looked at the devices from a technical side, such as how many devices were failing, the industry standards, and whether the devices were subpar. IT staff did not care who provided the devices if they could support the device in a Windows-based environment. The TSS Director was not aware of any complaints that IT staff sent to procurement concerning complaints about Lenovo's devices.

When IT staff found that the ITB FY20-123 contracts would expire in December 2023, J.P. gave them instructions to begin working on the renewal of the contracts. IT staff's recommendation was to renew the contract even if J.P. wanted to go in a different direction so staff could have time to do research and proper due diligence during the extended contract period and then prepare a new solicitation to be released. This conversation occurred at the beginning of July 2023, and they were given the go ahead to renew. SBBC had four vendors awarded under ITB FY20-123: Lenovo as primary awardee for devices, Dell as alternate awardee for devices, and for deployment services, Arey Jones and UDT were also awardees. Procurement began the renewal process, and three of the four vendors agreed to keep the same terms, conditions, and pricing of the contracts. In July (2023) the decision was "let's renew."

Around the end of September or October 2023, the renewal process was stopped. J.P. told the TSS Director and IT's Project Management Office group to change the process from renewal to a new solicitation. J.P. did not give the TSS Director a reason for cancelling the renewal of the contracts. They had conversations about certain School Board members that did not want to continue working with Lenovo, but those School Board members were basing that on information IT staff provided regarding the "break and fix" that occurred during the pandemic when SBBC distributed 130,000 plus devices. Due to the uptick of repairs that occurred, it appeared there were too many broken devices, when it was no different than anywhere across the country and a 10%-20% breakage was common during the pandemic. IT staff sent a memo to School Board members explaining this and did a follow-up memo about the repairs, cost for repairs, and what happened during the pandemic.

The TSS Director always agreed that SBBC should renew the contract because he understood the time needed to create a new set of specifications, to set the criteria for BCPS, and to complete due diligence by meeting with the vendors. All these potential issues that could arise, including the fact that IT staff needed time, were explained to J.P. when he made the decision not to renew the contract. J.P. did not provide any additional reason for his decision.

Due to the decision not to renew, IT staff had a short window to update specifications for the new solicitation with limited information. The solicitation had to go through the entire procurement process prior to December 31, 2023, because if BCPS did not have the new solicitation ready for the School Board's approval before the contract expired, it would be without a contract.

The TSS Director's team developed the specifications for ITB24-236 and did some research without meeting with their counterparts in other school districts because there was no time. J.P. signed off on the specifications for ITB24-236 because it was the same process as usual and the CIO must sign off on anything that went to the School Board for approval.

The TSS Director and his team reviewed the bid responses for ITB24-236. IT staff completed their review after procurement staff confirmed that the bidders met the ITB's minimum requirements. Procurement evaluated the bidders to ensure they met the conditions for the bid submittal and would not send the bid responses to IT staff for review unless the bidder was responsive. IT staff ensured the bidders' specifications aligned with the ITB's required specifications.

Procurement staff contacted the bidders' references and kept a file. IT staff received whatever was in the procurement packet, but they did not see the results of the reference checks for each bidder.

His team shared the general results of the bid responses with J.P., such as those who did and did not meet the specifications, but they did not share their breakdown of their review. The TSS Director did not share copies of the bid responses with IT's upper management, but J.P. and M.B. had access to that information because at that time they used Microsoft Teams.

The TSS Director said that the October 30, 2023, email that Former Purchasing Agent IV sent with a chart showing a price breakdown showed columns that represented the devices that BCPS projected to purchase and the prices from each vendor. Until Lenovo's contract expired, renewing it was still a possibility and the chart sent in the email gave the projected prices for the potential first and second awardees of the ITB.

His expectation was that J.P. had access to the ITB's Questions and Answers that came in from DemandStar. Procurement staff shared these questions with the TSS Director's team, and the information is stored in IT's shared file. IT staff confirmed with upper management that they can move forward with their responses. Once IT staff submitted the answers to the vendors' questions, they did it with the assumption that they (management) agreed they could provide this information.

He believed the reason for the rejection of ITB24-236 was because someone, possibly Lenovo, discovered an issue with one of the specifications. He believed the ITB's award ranking was HP and then Lenovo, and that Lenovo sent a letter stating they disagreed with BCPS's award. The TSS Director was not involved in any conversations with Lenovo during this time because the bid was under the Cone of Silence.

He initially did not recall having a conversation about this issue with SBBC's legal counsel. He recalled a conversation with the Former Procurement Director, his manager, and Former Purchasing Agent IV when Lenovo's letter was received, and he at this time gave them his opinion that Lenovo had a point. Subsequently, they went to SBBC's legal counsel to get guidance on the nuances of the language. He recalled being part of this meeting with SBBC's legal counsel. The guidance from Legal was that the addendum superseded the ITB and became part of the ITB, therefore BCPS's responses in the addendum also held valid. Legal recommended that BCPS abide by what they stated in the addendum. Lenovo was making the argument that HP should not be responsive, and Lenovo should be awarded as primary. IT staff's perspective was that since they answered the question in that format Lenovo was correct in the nuance of the language. The TSS Director did not know why Lenovo was not awarded.

The decision to reject all bids would have involved J.P. After the call with Legal and after the decision was made to reject all bids, J.P. told the TSS Director that he wanted to add Chromebooks.

IT staff had conversations about adding Chromebooks before and initially did not offer Chromebooks in BCPS's environment because they would need to do testing. J.P. had experience with Chromebooks in the past and decided he wanted to bring Chromebooks into BCPS's environment. J.P. told him that he wanted to add Chromebooks after the call with Legal regarding Lenovo's letter. He was not aware of any problems with the ITB that had to be changed.

When they released the second ITB, IT staff added Chromebooks and revised the language in the specifications. He did not recall any major changes to the specifications in the second ITB. They updated the specifications based on questions bidders asked.

The TSS Director did not know the specific reason that all bids for the first ITB were rejected, but, similar to the decision not to renew, it did not make sense to him.

BCPS wanted to add Android tablets since BCPS staff would use these and, unlike Apple iPad devices, they were similar to BCPS's ecosystem. If given enough time, IT staff would have included tablets as a group. Tablets were part of the ITB prior to the 2020 ITB, but not part of the 2020 ITB, so BCPS wanted to add those back in.

Regarding the Executive Summary of January 23, 2024, the language for the background section was a collaborative effort from his team. He and the TSS Assistant Director approved the information in the Background/History section. J.P. gave the TSS Director the guidance for the language and approved it. There was not an unintentional oversight of Chromebooks. He was asked later to put in the Chromebooks. J.P. reviewed the specifications before the ITB was advertised.

It was not urgent at the time to include any other devices but Windows devices. BCPS did not have an urgent need for Chromebooks and Android tablets, its focus was on Windows-based devices. His team goes by the CIO's will and J.P.'s vision included Chromebooks and Android tablets because he had used those devices in the past at other school districts. Although BCPS was not as successful in the past with those products, IT staff would engage in whatever J.P.'s direction was.

The TSS Director's team did not have enough time to do market research before BCPS advertised ITB24-236-1. J.P. had the opportunity to review the specifications for ITB24-236-1 and approved those specifications. J.P. was able to review that Chromebooks were added.

His team followed the same process in their review of ITB24-236-1's bid responses and reviewed the bidders' specifications to ensure they aligned with BCPS's specifications. He did not believe IT staff discussed "who bid what" for ITB24-236-1. He did not recall any issues with the bidders based on the responses his team reviewed. The pricing was given to IT staff, but they reviewed the totality of the costs for vendors one and two and did not review the line items. He did not recall the specific conversations IT staff held about the bid prices because it did not matter to him what vendor was awarded. IT staff and procurement staff probably held a meeting to discuss the bids, but he did not recall the details. These meetings would always involve J.P. because the TSS Director could not decide on a direction to go.

Normally when the bid was opened, his team did not engage much because the solicitation was under the Cone of Silence. His team answered questions for procurement staff, but they are usually

planning for the preparation of the Board agenda item. Procurement staff give IT staff the specifications to review, and IT staff give that back to procurement quickly.

When shown the May 2, 2024, email that was attached to the May 6, 2024, email which contained the price breakdown of the bids from the vendors, the TSS Director responded that this email was "just an FYI; here's the result of what we got on the ITB." They did not discuss anything other than that it was the outcome. The TSS Director forwarded the information from procurement to J.P., M.B., and one of the IT executive directors, but he did not add anything because there was nothing for him to do at that time. They did not respond to his email. He and his team did not have time to research the companies.

Once the TSS Director provided the information to J.P. as an "FYI," he and his team awaited direction from upper management on what direction to proceed with. When he sent the email with the prices, as an "FYI" to J.P. and M.B., M.B. asked him what he thought about the line up of the vendors being awarded and the TSS Director responded that "it doesn't matter to me, because to me, I'm device agnostic. As long as they meet the specs . . . ." Regarding discussions about the lowest bidders, they did not discuss FCI's Owner, but neither had really heard of the companies. Procurement determined if a bidder met the requirements to be an OEM. IT staff discussed internally whether any of the companies could meet BCPS's needs but did no further investigation into this.

He believed that the decision to reject all bids was due to issues with the procurement process. He believed that Current Purchasing Agent IV, who replaced Former Purchasing Agent IV, found issues unrelated to the specifications. He learned of the rejection due to a procurement-related issue when J.A. presented the recommendation to reject all bids to the School Board.

The OIG showed the TSS Director the May 17, 2024, email he sent to Current Purchasing Agent IV, J.A., M.B., and an IT executive director that had the price breakdown and listed the final tabulation, the FAW for the Executive Summary, and responses to clarification questions. The TSS Director explained that the FAW was used to project the expenditures. They must complete an FAW for every contract. FAW requires a corresponding Executive Summary with background information. Once they prepare that information, they give it to Procurement to check, J.P. approves it, and it gets uploaded for the Board's review. He believed they had that meeting because they took Procurement's guidance on what needed to go into the FAW and Executive Summary.

The OIG showed the TSS Director the May 10, 2024, email from Former Purchasing Agent IV to him and J.A. with M.B., an IT executive director, and J.P. copied that stated in part, "I am waiting to hear back from all the vendors regarding some of the specs they listed as a response. An addendum will be posted shortly extending the Posting of the award recommendation until next Wednesday, to allow time for all vendors to respond, and for both Procurement/IT to assess the next steps. Before any award recommendation is posted, you and the team will be sent the award recommendation."

He did not know why Former Purchasing Agent IV would send the award recommendation to IT before it was posted to DemandStar and thought that may have been his standard practice at the time.

The OIG informed the TSS Director that he requested that Former Purchasing Agent IV send an update regarding the status and read aloud from his email to Former Purchasing Agent IV on May 10, 2024, stating, “Good morning, [Former Purchasing Agent IV] and [Procurement] team, I understand that today we are posting the results for ITB24-236-1. Can you please send us an update regarding the status? We would like to know before it is posted.”

IT’s receipt of this was “just as an FYI.” M.B. knew at this point that IT had received and reviewed the proposals. IT needed to receive the bid prices as part of their responsibility review so that they could complete the FAW. Because they had to complete the FAW, it was common for them to receive the bid prices with the bid proposals for their responsibility review. He did not know if they had to receive the prices before the award was posted but this was a matter of practice. Once the award was posted, they could go into DemandStar and see the prices, but he was not sure that what was in DemandStar had enough detail for them to complete the FAW. Anyone who was copied on the email was aware of it because that was why they sent the communication.

He did not believe there were any concerns about the ITB regarding IT’s role and that the reason for the rejection of all bids was a procurement process-related concern. His team was waiting for the responses to the clarification questions, and their understanding was that those responses would be provided to them.

Procurement wrote ITB24-236-1’s Executive Summary reasoning for the rejection, not his team, even though it was written in the Background/History section of the summary. Once they decided to reject it because of the statutory reasoning, J.P. said they were going to do an RFP instead of an ITB. The TSS Director thought J.P. may have said this because the School Board wanted to see fewer ITBs and more RFPs since the RFP involved a committee and an evaluation system. It was a longer process that allowed for evaluation of goods and services in a contract offering versus evaluation of just the price regardless of whether the company could meet the expectations or manage the requirements.

He did not recall any issue with the ITB’s specifications at this time. However, BCPS rushed to get this second ITB out. His team rushed to add Chromebooks and Android devices, which he was not comfortable doing since his team usually conducted extensive research prior to doing that, but he was following direction. When J.P. was with BCPS, the idea was to bring those devices as a separate RFP, but the TSS Director wanted to focus on what he needed now, which were the Windows devices. The CIO at the time of the RFP would have made the decision to remove them. The TSS Director had an urgency for the Windows device because he was behind, so for him, he would make the plea that he wanted to get those devices out.

When Current Purchasing Agent IV became involved, she said Procurement would go with whatever solicitation instrument would help IT accomplish what it needed. She recommended that, based on what IT wanted to accomplish, an RFP would be better because the committee evaluated the responses. Since an RFP involved a grading scale, it was more transparent in that it showed evaluations from a group of people who may be content experts in their area. This conversation occurred between him and Current Purchasing Agent IV when they discussed the best instrument to use for procurement and discussed that J.P. had recommended an RFP process. Ultimately J.P. would recommend the procurement process with which to move forward.

The type of procurement method used did not matter to the TSS Director as he needed a contract to buy devices at the best case for BCPS. Cost was always important and he thought that an ITB and an RFP may present similar costs. The RFP added the ability to ensure that other conditions were met regarding a service perspective. In an ITB, everything was about cost, whereas, in an RFP, the majority was cost but there were other services, such as being able to confirm they would have compliance with an order in a timely manner. They could have requested this in an ITB, but it was not part of it at the time. An ITB was only evaluated on price and not on services and other components, but an RFP allowed assignment of points. The challenge between an ITB and RFP is time. His concern was that an RFP would take longer than an ITB. The longer BCPS did not have a contract, the more difficult it was for them to meet the needs of the schools because the devices were aging. He shared these concerns with J.P. at the time, but J.P. still wanted to move forward with that process. J.P. would have been involved at the beginning of the process for the new RFP.

The TSS Director's team provided the specifications for the RFP, including the components and requirements needed. His team also provided the minimum requirements and the scope of work, such as the detailed information with what they needed to accomplish. Procurement provided the experience and qualifications, but his team provided input for that.

The scope of work would not change much because it was still valid. An RFP allowed for an evaluation and a grading system that would deduct points. The vendor could still be the awarded vendor even if they could not comply with the required rugged testing, for example. In an ITB, the vendor would not be responsive. If a vendor could not comply with qualifications, the vendor would not win the bid, because they would not have enough points. Everything they put in the scope was criteria they needed from vendors, and they would want the flexibility to disqualify vendors that could not provide these criteria. They defined the standards and needs for deployment services in RFP25-078 to include a diagram of the deployment process, the logo, and the master image that supplies the operating system required for the devices.

The warehouse requirement was established so the vendor could house the number of devices coming in. During the pandemic, BCPS received 10,000 to 30,000 devices at one time, so the deployment vendor needed to be able to keep these devices in a secure warehouse. A minimum of 10,000 square feet was the space needed to accomplish this. The idea was that etching and imaging would be completed in one central warehouse location, and the devices would be delivered from that warehouse to the school sites, so the devices were not moving around. If a bidder of an ITB could not comply with that requirement, then the bidder would either be non-responsive or not responsible; either way, the bidder would not be awarded. If this was a minimum eligibility requirement of the RFP and the proposer did not meet the requirement, then the proposer's response would not be evaluated. His team expected to be able to inspect the warehouse.

He and other staff, including M.B. and the Current Procurement Director, visited the warehouse location. His team also visited the warehouse to test the image on sample devices. They visited the warehouses of both deployment vendors for RFP25-078, which was PPW as the primary. PPW had two locations, and he visited one of the two locations. They verified PPW's 10,000 square foot warehouse by reviewing the inspection tag/sticker posted in the warehouse for inspections conducted by Broward County and noting that it had the required space. The inspection sticker stated that the warehouse passed inspection and listed its square feet, which he confirmed was 10,000 square feet.

They also viewed the space and saw other equipment that was already there for other school districts. PPW had equipment for West Palm Beach on one side and equipment for Miami-Dade.

He did not find any physical issues at the warehouse, but he shared concerns with procurement that BCPS needed to deliver more than 3,000 devices per week since they were behind two and half years on the device refresh. The School Board wanted the devices ordered and delivered within a specific timeframe. Therefore, he requested to have both awarded deployment vendors work in tandem at the same time to accomplish this, with most of the work to the primary vendor and some work to the alternate vendor. Although the TSS Director did not prefer this, a vendor could have more than one warehouse, as long as one of the warehouses met the minimum specification of being at least 10,000 square feet in size. He saw the PPW warehouse set up for imaging and delivery. The owner, Mr. Farrell, told him that once everything was imaged, etched, and packaged at that location the devices were moved to another warehouse from which to deploy them, to make more room. He was fine with this because everything was done at one location.

This was the first RFP process BCPS had done for procuring devices since he has been with BCPS. He did not have enough time to evaluate whether other school districts used an RFP process to procure devices but knows other school districts have used an ITB process for this.

The School Board wanted to make sure BCPS worked with local and minority-owned businesses so the group overseeing the SDOP was initiated to ensure that staff complied with that. IT accepted whatever that group added to the ITBs.

Regarding the portion of an email thread in which J.P. responded to J.A.'s email on May 23, 2024, stating, "Team, I understand and appreciate the concern and sense of urgency on this. However, I am more concerned with getting this right than I am with getting it done quickly: This item had to go to the street twice [because] staff in IT and Procurement did not get CIO and approval on specs, verbiage, vendor questions, etc. and they were incorrect multiple times."

This was not accurate as J.P. was always involved in the communications. J.P. put that in because IT staff kept insisting that the contract had to get done. Everything is approved by J.P. Also, nothing is put through as an Executive Summary or agenda item without J.P.'s approval.

The TSS Director did not know why J.P. would write that. J.P. approved the specifications and was always part of the process. He verbally told J.P. that he did approve the specifications and that he was always part of the process. J.P. told the TSS Director he did not approve them, to which the TSS Director responded, "then you tell us what you need us to do . . . what is the next step. What is it that you need us to do. If you didn't approve it, what is it that you need us to do." The TSS Director saw it as J.P. "washing his hands of it because it wasn't going in a certain direction."

The OIG read aloud another portion of the email in which J.P. responded to J.A.'s email, stating, "To [J.A.'s first name]'s point this severely delayed the process, and this is not on [Procurement]," to which the TSS Director stated that he was trying to deflect the blame from Procurement to his team.

The OIG read aloud another portion of the email in which J.P. responded to J.A.'s email, stating, "in fact, [we] had to drastically change several of the specs after this went out the second time without

proper IT Division leadership review and approval," to which the TSS Director stated that, as evident by all the communications, they (J.P., M.B., and an IT executive director) were copied on everything. There were no drastic changes to the specifications between the ITBs. He was taken aback by this particular email and felt the email was to deflect ownership of who made the decision. He asked J.P. for direction because they were not getting what they needed to get the procurement done. He believed that J.P. left BCPS shortly after this in June 2024. J.P. started some of the RFP process, which IT staff started working on immediately after the ITB was rejected.

The OIG read aloud another portion of the email in which J.P. responded to J.A.'s email, stating, "We have not even seen the clarifying responses from the vendors, or any evidence that [Former Purchasing Agent IV] ever actually sent the clarifying questions to the vendors." At this point, J.P. was also trying to blame Former Purchasing Agent IV for the supposed mishaps. He believed Former Purchasing Agent IV confirmed sending the questions to vendors via email. The TSS Director sent J.P. and M.B. an email in which Former Purchasing Agent IV confirmed he sent the clarifying questions to the bidders. They also had team meetings to discuss the next steps and what to do.

The TSS Director never heard anyone say they wanted one vendor over another vendor to win the bid. He did not have any reason to think any IT or procurement staff had a personal relationship with any of the vendors.

He knew that a bidder for the second ITB, FCI's Owner, was threatening to file a protest but he never saw the protest. He heard a rumor that FCI's Owner believed they would be awarded as the lowest-priced bidder but then was not awarded. He was not aware of anyone from IT sharing information with FCI's Owner. Once they were under the Cone of Silence, they would not communicate with companies without Procurement guiding the conversation.

During the almost two years that BCPS did not have a contract to purchase computers, staff could only purchase up to $50,000.00 per purchase order, which was not a lot. Even though Lenovo's contract was not extended, it honored most of their contract prices during this time.

10. ***Interview of Former Purchasing Agent IV***

Former Purchasing Agent IV began his employment with BCPS as a Purchasing Agent I in February 2022. After about seven months, he moved to technology-related procurements. After one year and two months, he moved from Purchasing Agent I to Purchasing Agent IV and began doing technology-related procurements for software or hardware. He ended his BCPS employment in May 2024.

The Former Procurement Director left BCPS employment about three months before he left. J.A., as the executive director, was above the Former Procurement Director.

Prior to BCPS's most recent ITBs for procuring devices (ITB24-236 and ITB24-236-1), BCPS had an active contract that was expiring in about three or four months. This expiring contract was awarded to Lenovo. BCPS had an option to renew the expiring contract for an additional year. Renewing the contract was the best practice, so that BCPS had ample time to draft a new solicitation. Procurement

and a lot of IT staff involved in that project recommended renewing the expiring contract for one year since neither had anything drafted at that time.

Procurement staff sent out a letter to Lenovo asking for the price increase if the contract were renewed for an additional year. Lenovo informed them it would increase its price by 3% if the contract was renewed and would increase prices much more than 3% if a new solicitation was released. He, the Former Strategic Sourcing Manager, the Former Procurement Director, the TSS Director, TSS Assistant Director, and Infrastructure Services Director concurred with renewing Lenovo's expiring contract. However, J.P. did not want to renew the expiring contract. J.P. did not give Former Purchasing Agent IV a substantial reason for not wanting to renew.

Former Purchasing Agent IV believed that staff had a draft agenda on Granicus[65] to approve the renewal of the contract, but he received either a phone call or an email from the TSS Director informing him that J.P. did not approve the renewal contract.

Procurement and IT staff had to rush to prepare a new solicitation and canvass the market with only four months until the contract expired because they wasted time preparing the renewal contract that ultimately was not approved.

The TSS Director and his team prepared specifications for the solicitation. Procurement staff prepared the solicitation package and released it on DemandStar.

The ITB required bidders to provide references and have previous business with another school district as part of the bidders' responsibility analysis. The bidder that was recommended for award for second place submitted an intent to protest. Former Purchasing Agent IV received a phone call saying that J.P. recommended the rejection of all bids for ITB24-236 and instructed instead to put out an RFP solicitation. Later in his interview, Former Purchasing Agent IV stated that the RFP was recommended after the second ITB was recommended for rejection. J.P. was heavily involved in the procurement decision.

Former Purchasing Agent IV and the Former Strategic Sourcing Manager provided a list of what would happen if the bids were rejected. The reason provided to the Board as justification for the decision to reject all bids was that BCPS staff were going to revise the specifications. J.P. wanted to incorporate Chromebooks as one of the ITB groups.

J.P. recommended the rejections of both the first ITB and the second ITB. The second ITB was when J.P. recommended using the RFP solicitation. J.P. was responsible for certifying the specifications for the initial ITBs, and he deemed the specifications to be acceptable until BCPS gave him the recommendation to award the ITBs. In both ITBs, the decision to reject all bids occurred after IT staff received the bid responses.

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[65] According to the Executive Summary to approve Granicus as the awarded vendor for FY21-105 – Board Meeting Agenda Management Solution, on June 13, 2023, SBBC implemented Granicus as its Board agenda software in October 2020. Retrieved on March 23, 2026, https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1985950/4492_-_Executive_Summary_Board_Agenda_Management.pdf.

Former Purchasing Agent IV believed all of this happened because parents spoke to the Board about being unhappy with Lenovo. Therefore, it would not look good if BCPS staff gave the Board an agenda item for renewing the existing contract with Lenovo for devices that parents were unhappy with. Lenovo would have offered the same devices under the extended contract. The Former Procurement Director told Former Purchasing Agent IV's manager that J.P. decided to reject all bids and then his manager informed him.

J.A. never indicated there was any confusion from bidders or concerns of a protest if BCPS awarded the ITB.

He advertised ITB24-236-1 on DemandStar and Current Purchasing Agent IV wrote the Award Recommendation dated June 13, 2024, as he left his employment with BCPS in May 2024.

There was no reason to do an RFP solicitation for providing laptops and desktops. J.P. provided justification for procuring the devices using an RFP solicitation method. Since BCPS's chiefs usually spoke with School Board members before meetings and signed off on the solicitation at the end in Granicus, a lot of times even if Procurement staff recommended an award, the user agency's chief might still reject it or take a different route. Before ITB24-236-1 was released, J.P. was already pushing for an RFP. J.P. did not give a reason and just wanted to do an RFP solicitation. Former Purchasing Agent IV sent an email detailing the reasons why an RFP was not necessary for the procurement of devices to his manager, who sent that email to the Former Procurement Director. The Former Procurement Director stopped the RFP from happening at that time. ITB24-236-1 was also ultimately rejected and then an RFP was used for the procurement.

There were emails where Former Purchasing Agent IV and his manager strongly advocated against doing an RFP. The TSS Director also did not agree with using an RFP solicitation method but stated it was above him and it was J.P.'s decision. J.P. never joined their calls, but M.B. told Former Purchasing Agent IV in a phone call, "I hear you, but the decision's been made." Procurement had not yet released the RFP, but the decision was made that J.P. wanted an RFP. During this call, he, his manager, the TSS Director and the TSS Assistant Director, questioned the decision and asked for justification. He believed M.B. only joined the call to support J.P.'s decision but was not involved in the solicitation's development. J.A. was not on the call, but his manager relayed this information to her.

Later in the interview, Former Purchasing Agent IV stated that the TSS Director was not in agreement with the decisions made surrounding the solicitations and had advised him to document everything that was going on with this because it could be problematic.

He believed that BCPS took approximately two months to post the results after the bids were received for ITB24-236-1 because of several reasons: BCPS was put at risk by not having a vehicle to purchase laptops or desktops, BCPS had the opportunity to renew a contract for devices and did not, and it looked bad to recommend another ITB for rejection. The normal time to post results after bid opening for an ITB was two weeks, not two months. Staff provided the Board with a recommendation to reject the first ITB so the specifications could be revised, then staff recommended a rejection for the second ITB based on an unspecified mistake related to a Florida

statute, and then staff planned to change the procurement method which would take another eight months to complete the process.

Former Purchasing Agent IV did not know of any errors or missteps concerning ITB24-236-1. He recalled a discussion that some Board members were not happy with Lenovo, but nothing else was relayed to him regarding an error with the ITB.

11. ***Interview of Current Purchasing Agent IV***

Current Purchasing Agent IV began her employment with BCPS in 2022. She started as a purchasing agent II and in May 2023 was promoted to purchasing agent III. She became a purchasing agent IV, her current title, in May 2024.

She handles solicitations related to food and nutrition commodities, technology, physical plant operations, and custodial.

J.A. is the Executive Director above the Procurement Director. Current Purchasing Agent IV is responsible for writing solicitations. During the process of writing a solicitation, the purchasing agent receives the sourcing request from the end user and works with the end user to define the best procurement method for the solicitation. The end user is the department requesting the services or commodities. The methods for solicitation include RFP, ITB, Sole Source, or Direct Negotiation. Although the end user and Procurement staff decide on the procurement method together, if the end user disagrees with the procurement method, Procurement will ultimately decide on the method as long as the method aligns with SBBC's procurement policy.

An ITB solicitation method is used when BCPS knows very well the specifications of something it wants to purchase and price is the primary driver. The end user determines if the price will be a primary driver. If BCPS needs to understand the qualifications of a vendor or has another scope of services that requires a demo to better evaluate the options, then BCPS will recommend an RFP; price will be one of the factors but not the only one. An ITB process typically takes from three to four months, whereas an RFP process takes around six to eight months.

Procurement staff have a few outdated standard operating procedures concerning procurement steps for purchasing agents to follow, but they do not have a clear, updated one. Current Purchasing Agent IV received basic onboarding training when she started as a purchasing agent and was provided with SBBC's purchasing policy, but she did not receive any formal training concerning the procurement process, such as how to prepare the solicitation, advertise it, and review the responses.

When procurement staff receive the sourcing request from the user department, they schedule a meeting with the user department's staff to better understand the department's scope of services and needs. The purchasing agent uses a template to draft the solicitation and uses the requirements and specifications from the department for the solicitation's scope of services. The department creates the price schedule and how BCPS will obtain quotes.

When Procurement receives and opens the bids, they must complete a due diligence review to ensure the vendors meet the minimum eligibility requirements. If the vendor complies with all

minimum eligibility requirements, the vendor can move forward to the evaluation committee meeting, which is the next step in the process for an RFP. Procurement sends all the proposals to the department to analyze the vendors' qualifications and the scope of services of the proposals. She tabulates the scoring for the price but does not show the price scoring until the end of the evaluation committee meeting and after she receives scores from the evaluation committee members. The EDDC and the pricing scores are computed before the evaluation committee meeting. The evaluation committee meeting members will review the companies' experience, qualifications, scope of work, performance, and references.

Procurement would not necessarily ask IT staff to review vendors' compliance with minimum qualifications unless there was something that Procurement needed assistance in identifying.

The user department does not have a role in determining bidders' responsiveness and responsibility for an ITB. Prior to the opening of the bids, Procurement along with the user department will determine if the ITB will have a primary awardee and a first and a second alternate awardee. When she opens the bids, she determines who is the lowest bidder, and who is the first and second alternate lowest bidder. It is never necessary to send the user department the bids.

Approximately two years ago, ITB bids had to be submitted as a sealed hard copy of the bid by 2:00 p.m. on the due date. RFPs were also submitted as sealed bids. This process changed approximately two years ago and now bids/proposals are submitted electronically through DemandStar for both ITBs and RFPs. After the ITB bids have been received, the purchasing agent confirms compliance with the minimum eligibility requirements.

Procurement shares the award recommendation with leadership and the user department before posting the results. Procurement advertises the bid opening date and opens the bids publicly so that any vendor can watch the bid opening. The bid prices are disclosed when the award recommendation with the table of all the bidders is posted. The entire ITB proposals are sent to EDDC staff to see if the bidder meets any minority vendor requirement of the ITB and should therefore receive a preference. She usually shares the proposal via the Cloud, so the EDDC has access to the entire proposal. The EDDC staff completes a form to show the type of certifications held by the vendors. The purchasing agents follow this process for both ITBs and RFPs, however, for the RFP, the EDDC staff member assigned to the solicitation must attend the evaluation committee meeting to speak to their part. No other department receives a copy of the bidders' proposals.

The bids are never in the purchasing agent's personal drive, they are always saved to the shared drive, which all employees in Procurement and Logistic Operations ("PLO") have access to. She would not be aware if any other departments had permission to access PLO's shared drive.

Current Purchasing Agent IV took over ITB24-236-1 after Former Purchasing Agent IV left BCPS employment. When she reviewed this solicitation, she recommended its rejection and that a new solicitation replace it. Former Purchasing Agent IV advertised this ITB and she found some inconsistencies and important information missing from the solicitation. She informed J.A. that she would not like to proceed with this ITB because there could be problems. She made notes of everything that she would have done for the solicitation, for instance, there was a bidding preference

law that was not included. This was an issue because vendors located in the state of Florida were given a preference in price and this was something she always included in all her ITBs. She discovered the price preference was missing from ITB24-236-1 and told J.A.

She also discovered that for one of the APIs, in the EDDC section, the ITB stated that all bidders' proposals must submit document 00471; however, this document was missing from the ITB and was included in all previous ITBs. There were other minor things about the solicitation that could have been better. Therefore, she suggested that they recommend the rejection of all bids and redo a solicitation with all the necessary requirements. They rejected all bids to revise the specifications, which was how BCPS began the RFP25-079 solicitation. They also created RFP25-078 because they split the deployment services and the devices into two separate RFPs. BCPS used to have the deployment services and the devices all in one ITB but split this into two separate RFPs because one was more related to services and the other was related to Windows devices. There was no reason to have devices and deployment services in the same solicitation because these procurements did not involve the same vendors/bidders.

Both the bidder preference and the API document missing from the ITB were mandatory. She established after the bids were received that those two documents were missing and so the ITB could not be revised since the bids were already opened. The bidder preference information could not be obtained from the bidders after the bids were submitted. The bidders must have their attorneys inform BCPS of their state and of the rules they follow. She confirmed that she needed the bidder's preference information before the bids were opened because it would affect the bids. Not having this information affected the bidders in Florida who have preference in their pricing. She would give a 5% price preference to Florida bidders to make them more competitive and to give them an advantage over the other bidders.

The referenced Attachment D form was not part of the ITB so none of the bidders were able to complete and submit that form. The purchasing agent must either apply a 5% bidding preference to Florida bidders' bid price or apply the percentage allowed to the out-of-state bidders in their state to the Florida bidders' bid price. She did not apply the preference when she calculated the RFP's prices because the bidders were all in Florida. She did not know if the bidder preference would have applied to any of the ITB bidders because she could not recall the bidders. The bidding preference was only for the purchase of personal property, which would be commodities. The law only applied to the Groups for devices – laptops and desktops but not for deployment services. All SBBC ITBs for personal property would include the bidding preference form. She did not ask Legal to opine whether all bids had to be rejected because of the missing form; it was her recommendation as the purchasing agent. She later stated in her interview that she sent an email to Legal regarding the Florida bidders' preference; however, she did not find that she received a response from Legal or that she provided additional information per their request.

The problem was that if a certain document was not attached, bidders would be rejected yet this required document was not provided to bidders as part of the ITB; therefore, she would have to reject all of them. The protocol was to have these documents before the bids were opened. She would have needed to inquire with Legal on whether the documents could be accepted after the bids were opened, but at the time she did not ask Legal. J.A. agreed to reject all bids. She did not speak with Former Purchasing Agent IV or anyone else about the ITB.

Current Purchasing Agent IV worked with the TSS Director and the TSS Assistant Director on the ITB. She did not do the ITB bid opening. When she received the bid responses, she did not complete any bid tabulation.

She believed that Former Purchasing Agent IV never started the due diligence review. She did not recall discussing the bid responses with anyone from IT, such as the TSS Director or TSS Assistant Director. She did not get to the point of analyzing the proposals because Former Purchasing Agent IV opened the bids but did not complete the tabulation. She did not complete the tabulation because when she found the problems associated with the ITB, she recommended rejecting all bids. She did not know what happened, but she was not able to do her job the way she was supposed to. She never saw who could or would have been the lowest priced bidder.

She had no communication about this solicitation with the user department. The communications she was aware of happened between Former Purchasing Agent IV and IT. Her communication about this solicitation was only with J.A. She and J.A. did not discuss the bidders, but J.A. had access to this information. She informed J.A. that if they did not consider the bidding preference, they could potentially not be giving the right advantage to the bidders for fair competition.

She never received anything from IT about the responses to ITB24-236-1, but she believed she saw messages with prices from Former Purchasing Agent IV. The document with pricing was not the bid tabulation, but it was bidders' pricing information in an email. The department sent these emails to her because they were trying to obtain missing documentation from the vendors. She believed the emails were from the TSS Director and TSS Assistant Director since they were the only ones she communicated with.

She did not recall anything about the vendor FCI. She had a folder for FCI, but she did not review this vendor's qualifications or determine it was responsible. She did not review any of the vendors or speak to any of the bidders. She did not believe FCI was asked to bring in any samples.

She met with J.A. and told her about the forms missing from the ITB prior to posting the recommendation to reject all bids. She did not know if anyone, including the user department's staff, opposed the decision to reject all bids.

She could not recall details about FCI's protest but found that Purchasing Agent II may have taken over for her during that time while she was on vacation.

The decision to split the ITB into two separate RFPs was determined in a discussion between herself, J.A., the TSS Director, and TSS Assistant Director. The TSS Director and TSS Assistant Director wanted to see the qualifications and experience from the vendors for services. The price was not the only factor for them, and it was important for deployment that the vendor accomplished a list of requirements, including where the vendor was located.

Current Purchasing Agent IV preferred to do an RFP for services and an ITB for devices. She did not believe she recommended the RFP for devices, but J.A., the TSS Director, and TSS Assistant Director wanted to do two RFPs. J.A. made the final determination to use the RFPs because she wanted to have an evaluation committee and Procurement determine the procurement method.

Although not wrong, the devices could have been an ITB because BCPS had determined the specifications. However, she preferred an RFP method for the deployment of the devices because this involved understanding the qualifications of the vendors. The RFP meant that price was not the driver and therefore the determination was on the evaluation committee and not on the purchasing agent.

She did not recall if they had a discussion regarding the driver for the procurement method of the devices but recalled that the price was not the most important for the committee. She did not know why J.A. made the decision not to use an ITB to secure the best price for the procurement of the devices.

She disagreed that incorporating the deployment services as part of the device procurement was more cost effective for SBBC and made the process easier. The devices and deployment components should be separated and the way the ITB was written was very confusing. The requirements for the deployment were completely different and had nothing to do with the requirements for the devices. The ITBs did not involve the same bidders so the prebidders' conference would involve vendors asking questions about different groups.

She agreed with the recommendation of the RFP for the deployment but did not fully agree with the RFP for devices. She asked why they could not do an ITB for devices, and J.A. told her "No, we want to do an RFP for both of them." J.A. also told her that she and IT as a team decided it would be an RFP.

She did not know what a substitution request form was. She did not know if there was any circumstance where the purchasing agent would allow a bidder to change their subcontractor after submitting their bid and before the bid was awarded. She did not recall ever asking anyone to complete a substitution request form.

She did not believe the bidder could change anything after the bids were opened. Even if a vendor was certified after the bid was opened, it would not count for any evaluation or scoring because the subcontractor must be certified prior to submission of the bid.

Regarding the email from Former Purchasing Agent IV to the TSS Director where he sent the price breakdown, she told the OIG this was not their protocol, and they did not typically send a price breakdown to the user department. Procurement usually did the evaluation and scoring, then they sent a draft award recommendation to the user department, so they are aware of what happened, and to ensure they agreed because they were the users of the solicitation. She did not understand why Former Purchasing Agent IV was sharing this information with the TSS Director because he was the one to evaluate this. Although Former Purchasing Agent IV could have shared the prices with the user department for awareness, the user department did not need to know that information. For an ITB, it was not part of Procurement's process to share the bids with the user department. The user department could ask to see the proposals, but it was not necessary to determine who would be the recommended awardee.

Former Purchasing Agent IV did not indicate to her that the award recommendation was ready to go to the School Board but thought he may have indicated to others. She did not find any indication that

an awardee had been determined based on the information she found in the ITB's folder. She did not have any discussions about who would be the awardee for the ITB.

During her interview she found a notice of withdrawal of protest from FCI and an email dated June 26, 2024, from D.M., in which D.M. tells her that FCI's Owner has been trying to contact her and provides FCI's Owner's contact information. Current Purchasing Agent IV did not know why FCI's Owner was attempting to contact her through D.M. because D.M. was the EDDC Officer, not her director.

IT determined the evaluation committee members which contained principals from schools and IT personnel. She received information about the committee members from the TSS Director.

Current Purchasing Agent IV recalled the bidder Mr. Farrell from PPW and that he used to be subcontracted by big companies to deploy the laptops but now had the opportunity to bid and be awarded the solicitation. She believed Mr. Farrell asked a question about changing minimum requirements and searched her computer to find any questions from him and found a question from him to confirm receipt of 35 points if the proposer complied with the entire scope of work in 4.3.2. She recalled there was a minimum square foot warehouse requirement in the RFP for deployment, but she could not recall the conversation or if a change was made. It was IT's requirement so the TSS Director or TSS Assistant Director would need to determine if the requirement could be changed. She did not know if Mr. Farrell had any relationship with anyone in Procurement and only saw him at the Procurement office for the evaluation meeting.

She heard that J.P. did not want to continue with Lenovo. She heard this from the TSS Assistant Director, but he did not know why. The TSS Assistant Director told her that there were no problems with the Lenovo or the Lenovo laptops. She never heard anything about any preference for an OEM's devices or a deployment vendor. Mr. Farrell was awarded without any problem, so she assumed everything was okay, because it was a fair process.

RESPONSES TO THE PRELIMINARY REPORT

In accordance with Section 10.01 D.(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the School Board and any implicated parties for their discretionary written responses. We received a response from Mr. Farrell, through his attorney; J.A., through her attorney; M.B.; and J.P. The responses are attached and incorporated herein as Appendix B, Appendix C, Appendix D, and Appendix E, respectively.

1. Response from Mr. Farrell

Given the OIG's pending referral to the Broward State Attorney's Office, Mr. Farrell's response largely focuses on offering legal and procedural questions and providing mitigation. First, Mr. Farrell submits that, as the document the OIG determined he altered was a private lease agreement, it does not fit the definition of a "public record" for purposes of culpability under Section 838.022, Florida Statutes. Moreover, Mr. Farrell questions whether the law includes a

vendor that holds a separate, unrelated contract with a governmental entity in its definition of "public contractor" in Section 838.014, Florida Statutes.[66]

We appreciate Mr. Farrell's acknowledgement that he advances questions that are a matter of statutory construction. However, we are guided by the foundational principle of statutory construction that one must not literally interpret a statutory provision if doing so would either lead to an unreasonable conclusion or defeat legislative intent.[67]

We cannot read the language of Section 838.022, Florida Statutes, a law that came to fruition through the "Paul Mendelson Citizens' Right to Honest Government Act,"[68] in a fashion that suggests it does not prohibit Mr. Farrell's conduct. In other words, we cannot read the language to mean that (1) a contractor, with an existing public duty to act ethically, (2) for the purpose of obtaining a financial benefit to himself and his company, can (3) alter a document to make it appear that he qualifies for another award and then falsify a solicitation document, which he files with a public agency, that not only attaches that altered document but also makes untrue statements within the solicitation document. [69]

Moreover, we cannot agree that the OIG's finding that Mr. Farrell made false official statements in violation of Section 837.06, Florida Statutes is time-barred. Although it is a second-degree misdemeanor with a one-year statute of limitations, under these circumstances the year limitation began when the School Board became aware of Mr. Farrell's conduct. That is, the one year limitation began on the date the OIG's preliminary report was provided to the School Board, August 26, 2026.[70]

The OIG notes the mitigating factors that Mr. Farrell offers and declines his request to amend matters of word choice in its report. Finally, to the extent that Mr. Farrell requests the record of his interview, we encourage him to submit the request upon his receipt of the final report in this matter, which signals the investigation's conclusion.

2. Response from J.A.

In her response, J.A. defends against each of the allegations the OIG listed in the Summary section of the report. She also attacks the integrity of the investigation by suggesting the OIG omitted relevant facts that would have shed light on the allegations. Furthermore, she claims the OIG misled her regarding the nature of her interview as well as failed to specifically inform her of the allegations. To that end, she requests that the OIG conduct further investigation and modify its final report to incorporate the additional information elicited.

As a preliminary matter, J.A.'s claim that the OIG Special Agent somehow "minimized" her interview by describing the topic of her interview in general terms lacks relevant context. J.A. questioned whether the interview was about an unrelated, non-OIG matter. She said she wanted

[66] *Gonot v. State*, 112 So. 3d 679 (Fla. 4th DCA 2013).
[67] *See Raik v. Department of Legal Affairs, Bureau of Victim Compensation*, 344 So. 3d 540, 546 (Fla.1st DCA 2022).
[68] Chapter 2003-158, Laws of Fla.
[69] *See Wasserstrom v. State*, 21 So. 3d 55 (Fla. 4th DCA 2009) (convictions for official misconduct sustained where defendant elected official made false statements on memoranda of voting conflicts and then filed them with municipality).
[70] Fla. Stat. Sec. 775.15(12)(a).

to know because she was represented by counsel in that other matter. The OIG Special Agent told her it was not and described the subject of the interview in general terms, which was appropriate, pursuant to Section 112.3188(2), Florida Statutes.[71] Furthermore, he made sure she was aware that, regardless of the topic, she could bring an attorney to the interview, and he emailed her as such. (Exhibit 44)

Her complaint on this issue overall lacks value, especially as it is not accurate. Although the OIG Special Agent may not have listed for J.A. all of the numerous allegations the OIG received (as not everything was relevant to J.A.), he specifically informed her about the allegation involving Mr. Farrell.

As to the other allegations, the OIG Special Agent asked J.A. ample questions to elicit the relevant information. He also showed her documents, such as the email thread she attaches as Exhibit E to her response, to ensure that she understood those questions. J.A. alleges that the OIG intentionally omitted facts regarding this email thread because it was not included as an exhibit to the report. Nothing could be further from the truth. In fact, even if the OIG Special Agent had not shown her the entire thread, such would be inconsequential, as the earlier parts of the email chain had no bearing on the fact that J.A. and FCI's Owner spoke after FCI filed its June 17, 2024, Notice of Intent to Protest, a fact that J.A. did not recall. Moreover, the Special Agent asked J.A. follow-up questions as warranted to ensure he obtained the full context of her answers, including her denials. Accordingly, J.A. was able to address the substance of each allegation the OIG was investigating, including the one regarding her that she was specifically informed about.

Turning to J.A.'s substantive argument regarding the OIG's investigation, we note that J.A. appears to believe we substantiated the entirety of the allegations we listed in the Summary section of the report. We did not, nor did we purport to. Although we were able to substantiate several facts that formed the basis of the allegations, we only made the determinations that we described in the report. Those determinations, as they related to J.A., were that she offered to the School Board what we determined to be a pretext in recommending the rejection of all bids during the first solicitation and recommended the rejection of all bids based on a technical deficiency during the second solicitation. At the Board meeting discussion on whether to reject all bids submitted in the second solicitation, School Board members questioned J.A. about whether staff had access to the bids before the decision to recommend rejecting all bids, and J.A. knowingly and incorrectly answered that the purchasing agent did not share the prices that bidders submitted. (Exhibit 35) Additionally, J.A.'s recommendation on the second solicitation followed D.M.'s failed efforts to steer some of the work to PPW.

The information J.A. provides in her response to attempt to discredit the OIG's investigation does nothing to affect the OIG's determinations. First, she offers information that lacks probative value. For instance, the fact that the School Board may have been able to directly negotiate with HP as opposed to conduct a competitive solicitation has no bearing on what happened during the competitive solicitations that ensued. Likewise, the fact that J.A. was not employed by the School Board when the decision was made to rebid the contract in the first place also has little value, as

[71] Information derived from OIG investigations is confidential and exempt while the investigation is active pursuant to Section 112.3188(2), Florida Statutes.

the investigation made its determinations related to her based on her conduct and knowledge after her employment began.

J.A. also attacks the OIG's investigation by offering information to rebut conclusions the OIG did not make. For example, J.A. objects to the contention that she worked in Palm Beach. But this information has no value, because we reached no such conclusion. Nor did we conclude that Mr. Farrell worked for M-DCPS, which was another point of contention for her. We concluded that J.A., D.M., and Mr. Farrell worked together, that is, worked at M-DCPS at the same time in different capacities.

Finally, J.A. offers information to challenge the allegation that the EDDC was pushing PPW to work as a subcontractor for FCI at her direction. But the challenge is fatally flawed. First, she challenges a determination that the OIG did not make. Moreover, her challenge treats the information she offers as indisputable fact.

For example, J.A. challenges FCI Owner's account of when he allegedly called the Former Procurement Director, which he contended was after J.A. called him for the first time. However, to challenge FCI Owner's account of the timeline, J.A. misleadingly suggests that the OIG determined that she only spoke to FCI's Owner once. The OIG made no such determination. J.A. then adopts that assertion as indisputable to her challenge.

J.A.'s contention that she had been "critical of Mr. Farrell and other associations he had while a District Vendor" and "challenged whether a Vendor like Farrell should be able to be on the SBA" suffers from the same infirmity—it accepts the contention as indisputable fact. This contention is especially ineffective because J.A. made no such claim during her interview when specifically informed of the allegation involving Mr. Farrell. Even if true, removing Farrell from the SBA could have made PPW available as a conflict-free vendor. Altogether, this contention is not exculpatory in and of itself, and it has little value.

In sum, J.A. takes issue with the allegations the OIG received and specifically objects to the contention that she was trying to steer work to Mr. Farrell or had a role in efforts to do so. However, she does not deny the OIG's ultimate determinations. Accordingly, we decline her request for the OIG to engage in further investigation.

3. Response from M.B.

In his response, M.B. disputes any characterization or inference that he knowingly or intentionally misled the School Board or knowingly provided inaccurate or misleading information regarding ITB24-236-1. He also offers that any suggestion of intentional wrongdoing is inconsistent with his conduct throughout his career in technology leadership.

M.B. acknowledges having seen the price breakdown received by Technology personnel on May 6, 2024, and explains that he understood the School Board's question as asking "whether Technology had conducted an evaluation, received a final evaluation or official ranking from Procurement, or reviewed the responses for the purpose of deciding that all bids should be rejected." M.B. submits that he did not recall the May 6, 2024, email when he responded to the

School Board's questions on July 23, 2024. Notwithstanding, he writes, he did not intend to convey that Technology had never received bid-related information, nor did he intend to deceive the School Board.

Given the entire context of the School Board members' questions and J.A.'s, and M.B.'s answers at the School Board meeting on July 23, 2024,[72] in conjunction with statements that M.B. made to the OIG during his interview, the OIG cannot accept that, at the time that M.B. made his July 23, 2024, statements to the School Board, he did not know they were misleading.

4. Response from J.P.

J.P., the Former CIO who headed IT, asserted "two principal points" in his response to the OIG's preliminary report: (1) "I Did Not Create or Submit the Board Item or Executive Summary, Was Not Part of Its Formal Approval Workflow, and Had No Authority to Accept or Reject Bids" and (2) "I Agreed With Rejection and Rebidding Because I Understood That the Solicitation Had Significant Process, Scope, Specification, Approval, and Evaluation Problems That Needed to Be Corrected."

J.P. appears to focus his response on disputing that he knew the reason for rejecting the bids in ITB24-236 was that the contract could be awarded to Lenovo. But the OIG never contended that he knew that to be the reason. We determined that J.P. did nothing while a pretextual reason for rejecting the bids was offered to the School Board. He knew it was pretextual because he knew the basis for the rejection had nothing to do with the omission of the Chromebooks as misstated in the January 23, 2024, Executive Summary. (Exhibit 9)

Recognizing that the TSS Director's statement to the OIG that J.P. provided direction for and approved the language in the background section of the Executive Summary would prove that J.P. was complicit in offering the pretextual reason to the School Board, J.P. offers a two-fold challenge to the TSS Director's statement.

In considering this aspect of J.P.'s response, the OIG reviewed the record to determine that the TSS Director was referencing the Executive Summary for the January 23, 2024, School Board meeting. We observed that the TSS Director's interview summary in the preliminary version of this report stated that he referenced executive summaries. We found that he was specifically referring to the January 23, 2024, Executive Summary. Although this does not affect the analysis of J.P.'s response, the OIG has corrected the TSS Director's interview summary in the final version of this report accordingly.

J.P. altogether rejects the TSS Director's statement and points out that his (J.P.'s) name does not appear on the document's Granicus approval trail. In the alternative, he submits that, even if he did "provid[e] input concerning procurement problems," it does not direct the conclusion that he "knew the rationale was false and knowingly permitted a pretext to be presented." J.P.'s attempts to distance himself from the January 23, 2024, are unconvincing.

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[72] Item O-1, Regular School Board Meeting, July 23, 2024, video clip from 4:08:05 to 4:33:35. Retrieved September 27, 2026, https://browardschools.granicus.com/player/clip/395?view_id=1&redirect=true.

First, although J.P. repeatedly offers that he was not on the system's approval trail, J.P. does not say that he did not see or review the executive summary. And that is because he cannot deny it. During his interview, when he was shown the January 23, 2024, Executive Summary, he confirmed that he would have reviewed and approved it before it was added as an agenda item. In fact, he told us that was when things would come to him—when they were ready to be School Board items. His statements were reasonable then and continue to be reasonable. Otherwise, one would have to believe that only those names that appeared on the Granicus trail saw and approved something as critical as language in an executive summary to the School Board.

Second, even assuming for the sake of argument that J.P. simply "provided input concerning procurement problems" for the Executive Summary, the OIG's determination would remain the same. Under those circumstances, there would be no need for input indicating that "[i]nadvertently, non-Windows devices such as Chromebooks and Android-based tablets were omitted," as such input had nothing to do with the rejection. The OIG found that the Executive Summary's reference to the omission of Chromebooks and Android tablets as a basis for rejection to be pretextual in nature, as BCPS records showed that J.P. and J.A. were apparently aware of the omission before initially recommending HP for the award. As he himself proffers in his response, his reply to J.A.'s email asking whether he agreed with telling the vendor that they would reject all bids was, "Yes I am. *I would also like to rework the scope of ITB to include Chromebooks* before we [put] it back out" (emphasis added).

J.P. then attempts to persuade the OIG to accept that the impetus behind his agreement to reject the bids was because he wanted to include Chromebooks. To do so, he outlines School Board failures with the "established review and approval structure" to explain why the bid specifications did not include Chromebooks from the start. This description of failures bolsters the OIG's finding of mismanagement. Additionally, given his high-level management position at the time, his implication that his executive secretary was communicating approvals without his authority is disconcerting and hard to believe.

Nevertheless, although we appreciate the additional information, it has no effect on the OIG's findings. Again, the OIG did not determine that J.P. knew the reason behind the rejection of bids was the concerns regarding Lenovo. It determined that J.P. knew the reason was not as stated in the misleading Executive Summary.

CONCLUSION & RECOMMENDATIONS

The OIG has concluded its investigation into several allegations regarding SBBC's solicitation of Windows devices and deployment services. Those allegations included that: (1) there was an intent to favor HP in the first invitation to bid, ITB 24-236; (2) BCPS's IT senior staff and J.A. wrongly rejected the bids for ITB24-236 after the first alternate awardee gave notice of an intent to protest the award; (3) the bids for ITB24-236-1 were rejected because J.A. wanted PPW to be a subcontractor for the company that was the lowest bidder, FCI, but that FCI's Owner did not agree; (4) J.A. attempted to get FCI to hire PPW as a subcontractor by telling FCI's Owner that if he agreed to bring in PPW as a subcontractor, then he would win the bid; and (5) BCPS's EDDC was pushing PPW to work as a subcontractor for FCI at J.A.'s direction. The information was that, when this attempt was not successful, it caused the subsequent rejection of all bids.

Our investigation substantiated some of the allegations in part and determined that, while BCPS staff did not engage in misconduct[73] or gross mismanagement,[74] they mismanaged the procurement process and, in the course of doing so, misled the School Board. We also substantiated that D.M. and Mr. Farrell participated in a failed attempt to steer a portion of the business to PPW and thus himself. Finally, we determined that Mr. Farrell engaged in misconduct when he violated state criminal law in a later successful attempt to receive a portion of the business.

Our investigation found that BCPS staff used a pretext to reject all bids in the first solicitation, ITB24-236. The OIG also found that Mr. Farrell and D.M. failed in their efforts to steer work from the second solicitation, ITB24-236-1, to PPW. Subsequently, J.A. presented a technical deficiency for recommending the rejection of all of those bids, when she and M.B. misled Board members about staff access to bid amounts. We determined that Mr. Farrell, J.A., and D.M. had worked together at M-DCPS before these solicitations commenced.

J.A. then directed the third solicitation through the RFP solicitation method, which allowed Mr. Farrell a better opportunity to win the award, which he did by submitting a forged document as part of his winning proposal and misrepresenting his eligibility for the award. Specifically, RFP25-078 required that each proposer submit proof that it maintained a 10,000 square foot warehouse, which warehouse Mr. Farrell did not have. After Mr. Farrell inquired why such a requirement was necessary, he knowingly submitted a falsified lease agreement with PPW's proposal. While Mr. Farrell did have a lease agreement for a 4,800 square foot warehouse, he submitted to BCPS a lease agreement that showed he had a 10,800 square foot warehouse when he in fact did not.

The OIG found that, by doing so, Mr. Farrell's misrepresentations caused SBBC to improperly disburse funds to PPW. Mr. Farrell also: (1) as an existing public contractor, committed official misconduct, a third degree felony; (2) knowingly provided false information that became part of a public record to facilitate or further the commission of a felony, another third degree felony; and (3) made false official statements, a second degree misdemeanor, all in violation of Florida law.

The OIG offers several recommendations for SBBC to prevent similar issues in the future. The OIG recommends SBBC:

1. update SBBC Policy 3800 to require Procurement personnel to require a written justification prior to sharing any bid or price information period with user department staff, EDDC staff, or any other employee or official within BCPS during the Cone of Silence;

2. update SBBC Policy 3800 to disallow any employee or official from sharing information with bidders/proposers that results in an unfair advantage or disadvantage to other bidders/proposers

[73] See the Charter definition of "misconduct" in Footnote 4, above. As observed in this report, neither SBBC Policy 3800 nor Policy 7550 covered the conduct we report here. And, while we may have established the elements of bid tampering through the disclosure of a vendor's response not yet made public, considering all of the evidence, we did not find probable cause regarding who made any unlawful disclosure. See Fla. Stat. Sec. 838.22. As we did not find that any SBBC official or employee violated the law or an SBBC policy and did not establish a causal connection between their conduct and a personal benefit to anyone, we did not find them to have engaged in misconduct.

[74] The availability of computing devices, accessories, and deployment services to BCPS continued at no appreciable increased cost during the time of the solicitations reported here. Because there was no apparent financial loss to the taxpayers or BCPS through the mismanagement we observed, we did not find it to be gross mismanagement.

prior to the award determination, specifically amending the director of procurement and Office of General Counsel exceptions within SBBC Policy 3800's Cone of Silence provisions to include those personnel in the prohibition;

3. update SBBC Policy 3800 to require the Procurement director's written justification when a decision to use an RFP process in lieu of an ITB process is made because an ITB is not practicable. Include the written justification as part of the School Board agenda item when an RFP is used in lieu of the ITB process and the scope of services or the specifications advertised fits the definition of an ITB as outlined in SBBC Policy 3800 and F.A.C.;

4. update SBBC Policy 3800 to provide a specific employee/official discipline process that excludes staff and management in the employee/official's chain of command in any investigation of allegations of a policy violation;

5. update the Conflict of Interest form, appended to solicitations as Attachment B, and update General Condition 11, to incorporate and define the term "public officers," as defined by Section 112.313(1), Florida Statutes;

6. ensure that Procurement staff involved in the solicitation and purchase process receive annual training to understand SBBC and all state law requirements regarding procurement;

7. in every RFP, include evaluation criteria and their weights with enough detail to enable proposers to know what information to include in their proposals and to enable evaluation committee members to score proposals objectively and consistently;

8. update SBBC Policy 7550 to prohibit knowingly made, material, and on-the-record misrepresentations by any SBBC employee or official at a School Board meeting;

9. update SBBC Policy 7550 to provide that violators of the policy are subject to discipline, and provide a specific investigation process that excludes staff and management in the employee/official's chain of command in any investigation of allegations of a policy violation;

10. provide a streamlined process for the OIG to access BCPS information and records in a manner that does not inhibit the OIG's provision of inspector general services; and

11. ensure that appropriate BCPS staff are conducting proper contract management, including the verification of minimum requirements.

The OIG requests a status report on the SBBC's progress in implementing or addressing these recommendations within 90 days or by Tuesday, December 29, 2026.

In accordance with our Broward County Charter mandate at Section 10.01 C.(1)(a), we are referring this matter to the Broward County State Attorney's Office for whatever action that agency deems appropriate.

OIG 25-020-M

EXHIBIT 1

Established 1915
BROWARD
County Public Schools

MARYLIN C. BATISTA, GENERAL COUNSEL
OFFICE OF THE GENERAL COUNSEL
PHONE: 754-321-2050 **FAX:** 754-321-2705

DATE: September 26, 2025

TO: Debra Hixon, Chair, School Board Member, District 9

FROM: Marylin C. Batista, General Counsel, and Robert Paul Vignola, Deputy General Counsel

SUBJECT: **Service of District Vendor on Small Business Advisory Committee**

This memorandum is issued in response to the request for guidance that you referred to this Office on or about September 24, 2025.

Question: Is an approved school district vendor prohibited from serving on the school district's Small Business Advisory Committee?

Summary Answer: **Unless the prohibited conflict is waived, the question is answered in the affirmative. An approved school district vendor has a prohibited conflict under Section 112.313(3) and (7)(a), Florida Statutes, and is precluded from serving on the school district's Small Business Advisory Committee unless the prohibited conflict is waived by The School Board at a public meeting, (a) upon a full disclosure of the prohibited conflict to The School Board by the vendor prior to the waiver and (b) an affirmative vote in favor of waiver by two-thirds vote of The School Board.**

Expanded Answer: Members of The School Board's advisory committees are "public officers" as defined by Section 112.313(1), Florida Statutes (the Code of Ethics for Public Officers and Employees). District school boards are "political subdivisions" as defined by Section 1.01(8), Florida Statutes. In addition, district school boards are an "agency" as defined by Section 112.312(2), Florida Statutes.

In pertinent part, Section 112.313(3), Florida Statutes, provides as follows:

> (3) DOING BUSINESS WITH ONE'S AGENCY.—No… public officer… acting in a private capacity, [shall] rent, lease, or sell any realty, goods, or services… to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision.

In pertinent part, Section 112.313(7)(a), Florida Statutes, provides as follows:

> (7)(a) No public officer… shall have or hold any employment or contractual relationship with any business entity… which is… doing business with, an agency of which he or she is an officer …; nor shall an officer… of an agency have or hold any employment or contractual relationship that will create a continuing or

> frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

Accordingly, a school district vendor would possess a conflict that is prohibited by Section 112.313(3) and (7)(a), Florida Statutes, of the Code of Ethics for Public Officers and Employees that would preclude the vendor's service on the Small Business Advisory Committee.

However, an available exemption from this preclusion exists for advisory committee members under Section 112.313(12), Florida Statutes, of the Code of Ethics for Public Officers and Employees, which states in pertinent part as follows:

> (12) EXEMPTION.—The requirements of subsections (3) and (7) as they pertain to persons serving on advisory boards may be waived in a particular instance by the body which appointed the person to the advisory board, upon a full disclosure of the transaction or relationship to the appointing body prior to the waiver and an affirmative vote in favor of waiver by two-thirds vote of that body….

To waive the vendor's prohibited conflict, an addenda item would have to be prepared and placed upon the agenda of a Regular or Special School Board Meeting. The agenda item must fully disclose the vendor's conflict and the agenda item granting the waiver must be approved by two-thirds of The School Board Members.

Until such time as The School Board grants such a waiver, the vendor should refrain from serving as a member of the Small Business Advisory Committee. However, the advisory committee's meetings are open to the public and the vendor may attend the committee meetings in his capacity as a member of the public until such time as a waiver of conflict is approved by The School Board pursuant to Section 112.313(12), Florida Statutes.

If further guidance is required regarding the above-mentioned matters, please contact this Office at your convenience.

MB:rpv

C: Mr. Darrell Hardge, Committee Member
Lavinia Freeman, M/WBE Specialist III, Economic Development Opportunities & Compliance Department

S:/v/allwork-use/sbbc/memos/internal/2526year/250925smallbusinessadvisory
Fritz/allwork/memo/memo-hixon-district vendor advisory committee 9-26-25

OIG 25-020-M

EXHIBIT 2

From:	Maximo A. Rosario
To:	Josiah J. Phillips
Cc:	Matthew S. Bradford
Subject:	FW: Status request - (20-123) "Technology Computing devices, Access, & Deployment"
Date:	Wednesday, September 6, 2023 4:59:51 PM
Attachments:	image001.png image002.png FY20-123 - Dell - Renewal Request Letter.pdf FY20-123 - Lenovo Inc. - Renewal Request Letter - Signed.pdf

FYI:

Attached are the Renewal Request letters for the device vendors.

Currently we are scheduled to go to the October 17, board meeting for the renewal.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com

Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

From: Ernesto Perez <Ernesto.Perez@browardschools.com>
Sent: Friday, August 18, 2023 5:06 PM
To: Maximo A. Rosario <mrosario@browardschools.com>; Robert W. Sanders <robert.sanders@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>
Cc: Daryl Diamond <daryl.diamond@browardschools.com>; Kathy F. Brooks <kathy.brooks@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: RE: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

Hi all,

Updating on the status of the request to renew FY20-123.

There are 4 awarded vendors and of the 4 these two have agreed to renew at the same exact pricing for an additional year following the ITB end date of December 31, 2023 which would extend it to now December 31, 2024:
United Data Technologies d/b/a UDT
Broadway Typewriter Company d/b/a Arey Jones

Dell Marketing L.P. (They do not wish to renew the current contract at the same price, they wish to renew at new pricing which is an estimated 50-60% price increase of all items under the contract)

Lenovo Inc. (They informed me that you (IT) have a meeting scheduled with them on 8/23/23 to discuss renewing)

Regards,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
http://www.broward.k12.fl.us/supply/

Upcoming Out-of-Office Dates

September 1, 2023
September 5, 2023
September 26-29, 2023
October 2-3, 2023



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From: Maximo A. Rosario <mrosario@browardschools.com>
Sent: Thursday, August 17, 2023 2:11 PM
To: Robert W. Sanders <robert.sanders@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>
Cc: Daryl Diamond <daryl.diamond@browardschools.com>; Kathy F. Brooks <kathy.brooks@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: Re: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

Hi Robert,

we do not have any further information. We are still waiting for the renewal request for the 2 vendors listed below.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com



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From: Robert W. Sanders <robert.sanders@browardschools.com>
Sent: Thursday, August 17, 2023 12:53 PM
To: Ernesto Perez <Ernesto.Perez@browardschools.com>; Maximo A. Rosario <mrosario@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>
Cc: Daryl Diamond <daryl.diamond@browardschools.com>; Kathy F. Brooks <kathy.brooks@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: Re: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

@Maximo / @Julio,

Is there any progress regarding this item to allow PWS to continue the preparation necessary to go before the Board?

Thanks..
Robert

Robert Sanders

Senior IT Project Manager

IT Division

Planning, Implementation, Transition, Adoption, & Continuous Improvement (PITAC)

School Board of Broward County, FL

754-321-0449 (x 2139)

robert.sanders@browardschools.com

From: Ernesto Perez <Ernesto.Perez@browardschools.com>
Sent: Tuesday, August 15, 2023 17:14
To: Maximo A. Rosario <mrosario@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>
Cc: Daryl Diamond <daryl.diamond@browardschools.com>; Robert W. Sanders <robert.sanders@browardschools.com>; Kathy F. Brooks <kathy.brooks@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: RE: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

Hi Max/Julio,

Update on where we are Renewing FY20-123 - Technology Computing Devices, Access, & Deployment for additional year.

There are 4 awarded vendors and of the 4 these two have agreed to renew at the same exact pricing for an additional year following the ITB end date of December 31, 2023 which would extend it to now December 31, 2024:
United Data Technologies d/b/a UDT
Broadway Typewriter Company d/b/a Arey Jones

The two that have not signed the renewal request letter yet are:
Dell Marketing L.P. (They need until the 18th to get a response ready by their team)
Lenovo Inc. (They informed me that you have a meeting scheduled with them on 8/23/23 to discuss renewing)

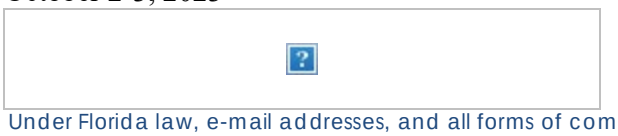
Regards,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351

Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
http://www.broward.k12.fl.us/supply/

Upcoming Out-of-Office Dates

September 4-5, 2023
September 26-29, 2023
October 2-3, 2023



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From: Robert W. Sanders <robert.sanders@browardschools.com>
Sent: Wednesday, July 26, 2023 11:25 AM
To: Bessy S. Rojas <bessy.rojas@browardschools.com>; Maximo A. Rosario <mrosario@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: Re: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

@Maximo,

Do you know the Budget source, Amount and any Spend Authority involved?

If so, I'll start the PWS intake form...

Thanks...
Robert

Robert Sanders

Senior IT Project Manager

IT Division

Planning, Implementation, Transition, Adoption, & Continuous Improvement (PITAC)

School Board of Broward County, FL

754-321-0449 (x 2139)

robert.sanders@browardschools.com

From: Bessy S. Rojas <bessy.rojas@browardschools.com>
Sent: Wednesday, July 26, 2023 11:23
To: Robert W. Sanders <robert.sanders@browardschools.com>; Maximo A. Rosario <mrosario@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: RE: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

Robert,

Please see below:

G/L 53690000
B/A 1380
C/C 1380098580
F 1000
F/A 8201000000000000

Thanks,

Bessy Rojas
Technical Support Analyst III
School Board of Broward County, FL
Information Technology Division
IT Business Operations
754-321-0440
754-321-0405 Fax
bessy.rojas@browardschools.com

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From: Robert W. Sanders <robert.sanders@browardschools.com>

Sent: Wednesday, July 26, 2023 10:09 AM
To: Maximo A. Rosario <mrosario@browardschools.com>; Bessy S. Rojas <bessy.rojas@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: Re: Status request - (20-123) "Technology Computing devices, Access, & Deployment"
Importance: High

@Maximo and @Bessy,

I'm following up on the request below.

To begin the Procurement process, I need this information for their "Intake Form".

Please let me know if you have any questions.

Robert Sanders

Senior IT Project Manager

IT Division

Planning, Implementation, Transition, Adoption, & Continuous Improvement (PITAC)

School Board of Broward County, FL

754-321-0449 (x 2139)

robert.sanders@browardschools.com

From: Robert W. Sanders <robert.sanders@browardschools.com>
Sent: Tuesday, July 25, 2023 10:41
To: Maximo A. Rosario <mrosario@browardschools.com>; Bessy S. Rojas <bessy.rojas@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: Re: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

@Maximo,

I can begin the process, but will need the details below from you and/or @Bessy so I can submit the PWS Intake Form..

- Request for additional spend authority (Y/N)?
- If so, amount?
- What is the approved Budget Amount?
- What is the Budget source?
- Funding details:
    - Cost Center:
    - Fund:
    - Functional Area:
    - Commitment Item:

Thank you...
Robert

Robert Sanders

Senior IT Project Manager

IT Division

Planning, Implementation, Transition, Adoption, & Continuous Improvement (PITAC)

School Board of Broward County, FL

754-321-0449 (x 2139)

robert.sanders@browardschools.com

From: Maximo A. Rosario <mrosario@browardschools.com>
Sent: Tuesday, July 25, 2023 10:17
To: Robert W. Sanders <robert.sanders@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Ernesto Perez

<Ernesto.Perez@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: RE: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

That is correct Robert unless we get a different ask from Executive Leadership.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com

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From: Robert W. Sanders <robert.sanders@browardschools.com>
Sent: Tuesday, July 25, 2023 8:57 AM
To: Maximo A. Rosario <mrosario@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: Re: Status request - (20-123) "Technology Computing devices, Access, & Deployment"
Importance: High

@Maximo,

If I'm understanding correctly, it sounds as though using the first of the 2x one-year renewals is the correct action, unless you wish to solicit a new agreement.

Please advise and I'll submit the PWS intake form.

Thanks...
Robert

Robert Sanders

Senior IT Project Manager

IT Division

Planning, Implementation, Transition, Adoption, & Continuous Improvement (PITAC)

School Board of Broward County, FL

754-321-0449 (x 2139)

robert.sanders@browardschools.com

From: Ernesto Perez <Ernesto.Perez@browardschools.com>
Sent: Tuesday, July 25, 2023 08:49
To: Robert W. Sanders <robert.sanders@browardschools.com>; Maximo A. Rosario <mrosario@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Susanne J. Dale <susanne.dale@browardschools.com>
Subject: RE: Status request - (20-123) "Technology Computing devices, Access, & Deployment"

Hi Rob,

The end-user department in this case your department IT, would decide if we continue using the same FY20-123 Contract and active the 1 year renewal option or go out and solicit a new one. FY20-123 has two renewal options remaining.

Some reasonings why we might require a new contract:

- The vendors on the FY20-123 contract raised their prices for the renewal extremely high
- Want additional vendors
- Vendors are not performing
- Want to make changes in the scope

> For new Bids, Additional Spending, Renewal, or anything required by PWS please submit the Intake Form.

https://browardcountyschools.sharepoint.com/sites/Procurement/Lists/Commodity%20Solicitation%20Request%20CSR/Item/newifs.aspx?List=b8d8fcd6%2D8d22%2D4a78%2D9f21%2D481161bd21a7&Source=https%3A%2F%2Fbrowardcountyschools%2Esharepoint%2Ecom%2Fsites%2FProcurement%2FLists%2FCommodity%2520Solicitation%2520Request%2520CSR%2FNew%2520Bids%2Easpx%3FOR%3DTeams%252DHL%26CT%3D1690289065160%26clickparams%3DeyJBcHBOYW1lIjoiVGVhbXMtRGVza3RvcCIsIkFwcFZlcnNpb24iOiIyNy8yMzA2MDQwMTE3NyIsIkhhc0ZlZGVyYXRlZFVzZXIiOmZhbHNlfQ%253D%253D&RootFolder=%2Fsites%2FProcurement%2FLists%2FCommodity%20Solicitation%20Request%20CSR&Web=917e0a65%2D8cd2%2D49ed%2Da6ac%2D6fa90cfe1f93

Regards,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
http://www.broward.k12.fl.us/supply/

Please note: The summer 4-day work week will begin the week of June 12, 2023, through the week ending on August 4, 2023. Normal work hours will resume on Monday, August 7, 2023.

Due to the implementation of the mandatory 2023 Summer 4-Day Work Week, all Schools and Administrative Offices are closed each Friday.

The District is observing the Juneteenth Holiday on Monday, June 19th, therefore all offices will be open on Friday, June 23, 2023.

Regarding the week of July 3, 2023, all Schools and Administrative Offices will be closed on Tuesday, July 4, 2023, in observance of the July 4th Holiday.

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From: Robert W. Sanders <robert.sanders@browardschools.com>
Sent: Tuesday, July 25, 2023 8:24 AM
To: Maximo A. Rosario <mrosario@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>

Subject: Re: Status request - (20-123) "Technology Computing devices, Access, & Deployment"
Importance: High

@Maximo & @Ernesto

Regarding the (20-123) "Technology Computing Devices..." item options to proceed as a "Renewal" vs "ITB", who makes that decision?

Once we know which it will be, I can submit the PWS intake form and start the process.

Thanks..
Robert

Robert Sanders

Senior IT Project Manager

IT Division

Planning, Implementation, Transition, Adoption, & Continuous Improvement (PITAC)

School Board of Broward County, FL

754-321-0449 (x 2139)

robert.sanders@browardschools.com

From: Maximo A. Rosario <mrosario@browardschools.com>
Sent: Monday, July 24, 2023 14:17
To: Ernesto Perez <Ernesto.Perez@browardschools.com>; Robert W. Sanders <robert.sanders@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Julio E. Gonzalez <julio.gonzalez@browardschools.com>
Subject: RE: Status request - (59-066E) $1Million Project agreement & (20-123) "Technology Computing devices, Access, & Deployment"

Good afternoon, everyone,

FY20-123 Technology Computing Devices: We should be prepared to go in either direction. That is, **a renewal** as this will be the first or write **a new ITB** to be released for solicitation.

59-066E 1Million Project Foundation (formerly Sprint Foundation) was a grant that is no longer in effect.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com

Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

From: Ernesto Perez <Ernesto.Perez@browardschools.com>
Sent: Monday, July 24, 2023 11:23 AM
To: Robert W. Sanders <robert.sanders@browardschools.com>; Maximo A. Rosario <mrosario@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>
Subject: RE: Status request - (59-066E) $1Million Project agreement & (20-123) "Technology Computing devices, Access, & Deployment"

Hi Rob,

As far as I am concerned no.
Has there been a request sent?

Regards,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services

7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
http://www.broward.k12.fl.us/supply/

Please note: The summer 4-day work week will begin the week of June 12, 2023, through the week ending on August 4, 2023. Normal work hours will resume on Monday, August 7, 2023.

Due to the implementation of the mandatory 2023 Summer 4-Day Work Week, all Schools and Administrative Offices are closed each Friday.

The District is observing the Juneteenth Holiday on Monday, June 19th, therefore all offices will be open on Friday, June 23, 2023.

Regarding the week of July 3, 2023, all Schools and Administrative Offices will be closed on Tuesday, July 4, 2023, in observance of the July 4th Holiday.



Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.
The School Board of Broward County, Florida expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

From: Robert W. Sanders <robert.sanders@browardschools.com>
Sent: Monday, July 24, 2023 11:22 AM
To: Maximo A. Rosario <mrosario@browardschools.com>; Ernesto Perez <Ernesto.Perez@browardschools.com>
Cc: Kathy F. Brooks <kathy.brooks@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>
Subject: Status request - (59-066E) $1Million Project agreement & (20-123) "Technology Computing devices, Access, & Deployment"
Importance: High

@Maximo and/or @Ernesto

Going through the list of upcoming bid items, the two listed items appear to be coming due very soon.

- (59-066E) $1Million Project Agreement (end date: 8/31/2023)
- (20-123) Technology Computing Devices, Accessories, and Deployment Services (end date: 12/31/2023)

Is there any status on either of them regarding renewal?

Robert Sanders

Senior IT Project Manager

IT Division

Planning, Implementation, Transition, Adoption, & Continuous Improvement (PITAC)

School Board of Broward County, FL

754-321-0449 (x 2139)

robert.sanders@browardschools.com

OIG 25-020-M

EXHIBIT 3

Established 1915
BROWARD County Public Schools

Procurement & Warehousing Services
Mary C. Coker, Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0505 • fax: 754-321-0936
mary.coker@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

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

Dr. Peter B. Licata
Superintendent of Schools

8/24/2023
Lenovo Inc.
Attn: Harrison Dixon
8001 Development Dr.
Morrisville, NC 27560

Subject:	Letter of **Renewal** of The Contract
ITB #:	FY20-123
ITB Title:	Technology Computing Devices, Accessories and Deployment

Dear Mr. Dixon:

The above-referenced contract expires on 12/31/2023. In accordance with Section 3, Special Condition 3.3 of the ITB, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 1/1/2024 Through 12/31/2024. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this ITB award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded ITB and your agreement to maintain (or reduce) the current awarded price(s)/discount.

☑ Yes, I offer to renew the current contract award at the current awarded price(s).
☐ Yes, I offer to renew the current contract award at the lower price(s) contained on the attached page(s).
☐ No, I do not wish to renew the current contract award.
☐ Other

For informational purposes, when going to our Board for approval of this renewal, if this is not renewed and SBBC goes out for a new ITB please indicate below whether your price/discount would remain the same, be lowered, or increase?

☐ If this ITB is not renewed, price/discount in the new ITB would stay the same
☐ If this ITB is not renewed, price/discount in the new ITB would be lower
☑ If this ITB is not renewed, price/discount in the new ITB would be higher

If you indicated that there would be a pricing increase in a new ITB, please indicate the percentage that the price(s) would be increased by in comparison to our current ITB TDB - Future pricing would be in line market conditions at the time the ITB was released

Percent of increase: TDB - Future pricing would be in line market conditions at the time the ITB was released

Please sign and date this document in the space provided and return it to my attention no later than 8/28/2023. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Ernesto Perez

Ernesto Perez
Purchasing Agent IV

VENDOR RESPONSE

Jamie Royster

Signature/Date - Authorized Representative

Jamie Royster

Printed Name - Authorized Representative

OIG 25-020-M

EXHIBIT 4

From:	Ernesto Perez
To:	Mary C. Coker
Cc:	Luis E. Perez; Cenira Infante; Ana J. Fernandez; Susanne J. Dale
Subject:	ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services - Historical information
Date:	Thursday, October 5, 2023 9:33:00 AM
Attachments:	image001.png

Hi Mary,

Here is some historical information on ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services.

ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services will be replacing FY20-123 - Technology Computing Devices, Accessories, and Deployment which expires on 12/31/2023. You may ask yourself why I waited so long to release a new ITB to Replace FY20-123 below please find why:

On 6/7/2023 I reached out to IT letting them know that FY20-123 would be expiring on 12/31/2023 and that the bid had 2 1-year renewal options.

On 8/15/2023 IT reached out to me wanting to Renew FY20-123 for an additional year. I got the renewal letters signed by the vendors, the Granicus item was created and we were moving forward for the next RSBM

On 9/19/2023 I got off a TEAMs conversation with Maximo Rosario, Daryl Diamond, Julio Gonzalez, and Robert Sanders (IT), stating to forgo the Renewal of FY20-123 and instead take a brand new ITB for the 11/8/2023 RSBM.

Lenovo the Primary Provider of laptops for the district has agreed to renew at the same exact pricing they submitted to us back in 2019. They stated that if we released a new ITB they would give us market pricing (MUCH HIGHER).
We have spent $75,452,894.79 thus far on this ITB with Lenovo the fact they want to maintain the same pricing since 2019 (Pre-Covid) is remarkable, if they simply raise their prices by 15% that would mean an increase of $11,317,934.21.
Avery Jones has agreed to renew at the same price.
UDT has agreed to renew at the same price.

Dell does not want to renew and if we were to release a new ITB they already stated there would be a minimum of a 60% price increase due to market trend increases.

I laid out the potential risks of not renewing, they still wanted to do a new ITB.

Key Points On Risk:
Putting in the street for a short period of time
Pricing will increase by Lenovo
No time to do a survey
Not getting information from all stakeholder

A new ITB of this magnitude not being presented to a TAC meeting before it is released on the street, will cause an uproar
Not getting information from other school districts
No time to conduct a proper research on what is new out on the market
Pricing will increase for all vendors
Time to get everything in place assumes that everything will work perfectly

So right now we have a short timeline if we want this to be presented at the 11/8/2023 RSBM if it is canceled it will most certainly not make it.

Regards,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
https://www.browardschools.com/pws

Below please find a link to the PWS intake form that is required before the commencement of any request. (New ITB/RFP, Direct Negotiation, Renewal, Additional Spending Authority, etc.)

Intake Form



Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.
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From: Mary C. Coker <mary.coker@browardschools.com>
Sent: Thursday, October 5, 2023 9:11 AM
To: Ernesto Perez <Ernesto.Perez@browardschools.com>; Luis E. Perez <luis.perez@browardschools.com>; Cenira Infante <cenira.infante@browardschools.com>; Ana J. Fernandez <ana.fernandez@browardschools.com>
Subject: Fwd: Release of Bids

Ernesto so you know what computer bid she is talking about and what was the API.
Ce can you get me access to Demandstar for Jennifer.

Get Outlook for iOS

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Thursday, October 5, 2023 8:51:07 AM
To: Mary C. Coker <mary.coker@browardschools.com>
Cc: Judith M. Marte <judith.marte@browardschools.com>
Subject: Release of Bids

Ms. Coker,

Please see me when you return to the office tomorrow morning. I would like to discuss the computer bid that was released and possibly pull it. All bids need to go to Goal Setting Committee before release. Additionally, how can I get access to DemandStar? Can you provide me with a login?

Thanks,
Jennifer

OIG 25-020-M

EXHIBIT 5

Procurement & Warehousing Services
Broward County Public Schools

Procurement Sourcing Intake Form - Commodity Solicitation Request (CSR) Form

The purpose of this form is to compile specifications for the Scope of Work (SOW) or Scope of Services (SOS) for the sourcing being requested by the user department/school. The information and received on this form will be used by Procurement (PWS) to determine the sourcing method before the products or services are procured. The duration of the solicitation process is determined by accuracy and timeliness of the information received, the complexity of the purchase, and the need-by/project completion date. The service levels agreed upon by PWS and the User Department / need to be in accordance and compliant with Policy 3320.

CSR Type : New Bid

BID Number : Technology, Computing Devices, Access, & Deployment

GENERAL INFORMATION FOR NEW BIDS :

Description of product and/or service (if there is insufficient space below, please attach an extra page) :	2 groups, "Computer Devices" & "Computer Device Deployment Services"
Suggested Sourcing Strategy (BID TYPE):	Invitation to BID - ITB
Approved Budget Amount ($) :	$0
Budget Source Name :	
Commodity Type :	
This purchase is for (select all that apply) :	☑ PRODUCTS ☑ SERVICES ☑ PRODUCTS AND SERVICES
This purchase is :	
If this purchase replaces a prior contract (BID NUMBER), what was the last contract number? :	
Is this purchase exempt from competitive solicitation?	

The Department/School must have an approved budget to begin the procurement process. PWS will determine, based on the dollar thresholds of the purchase requested, if they are compliant and meet the requirements in applicable Florida Statute, Rule, and SBBC Purchasing Policy 3320.

QUALIFICATION INFORMATION :

Provide information about the minimum requirements that the vendor must have for this sourcing:

Will the vendor be coming onsite at any SBBC location?:			
Are any certifications/licenses needed to provide these products/services?:		If Yes, Please Specify :	

VENDOR CONTACT INFORMATION :

If there is a list of vendors in this market, please use an additional sheet(s) to provide the above information. The user department is responsible for ensuring PWS has a complete vendor list for bidder notification on www.Demandstar.com

Vendor Name:	Vendor Contact Name:	Vendor Contact Email:	Vendor Contact Phone:

BACKGROUND INFORMATION :

In 3 or 4 brief sentences, describe the need for the product and/or service. What are you trying to achieve and why? Include all relevant details about the problem that will be resolved by purchasing these goods or services.

What is the need for this product and/or Why? :

Is a similar product, service, or software already available in the District? If yes, please explain what makes this product, service, or software different and necessary :

What is the desired outcome of the product? :

Can studies or proven metrics substantiate the improvements or resolutions this product, service, and/or software will provide?:

SPECIFICATIONS (SCOPE OF WORK / SCOPE OF SERVICES) :

Instructions on How to write Specifications, Scope of Work/Services:

1. Use precise and clear language so procurement and the end user can understand the project or service. Unclear specifications will not accomplish your requirements and expected outcomes – do your research! Explain your purpose of the project, deliverables, timelines and milestones, detailed tasks, payment, and how you want to configure the project's cost.
2. If the item you are ordering is a product, provide the Brand and Model, the manufacturer's specifications, and any other components along with your Scope of Work.
3. If the service or project is complicated, please get in touch with the legal department to ensure that the specifications comply with all legal requirements before submitting this form.

Requirements (must have). What are the minimum requirements (must-have features, specific list of specs, etc.)? If there is insufficient space below, use an additional page :

Highly desired. The information placed below is optional. If there is insufficient space below, use an additional page :

VENDOR DELIVERABLES :

Are there any specific deliverables required after the purchase? (i. e., training, reports, plans, inspections, and user acceptance).
This section list all expected deliverables, including their due dates. Typically, this section will include specific, quantifiable deliverables that don't leave any room for misinterpretation.

Deliverables 1 :

Deliverables 2 :

Deliverables 3 :

POST-PURCHASE SUPPORT :

Does this purchase require additional management? : Yes

Check all that apply:

Other :

Other :

STAKEHOLDER INFORMATION / REQUISITIONER INFO :

Provide complete contact information for the requester/project owner and all stakeholders to be included in emails, meetings, and communications.

Contact Name :*	Email :*	Department Name :*	Telephone :*
Maximo A. Rosario	mrosario@browardschools.com	Technology Support Services	7543210356

***Indicates this is the project owner and primary contact for PV**

DEFAULT FUNDING SOURCE :

Required funds information required to proceed with BID process.

Cost Center:	Fund:	Functional Area:	Commitment Item:
TBD	TBD	TBD	TBD

DEPARTMENT APPROVALS :

Sign-off(s) from Department Head / Principals is required before you submit this form. This form will be returned for additional action if approval is not shown.

Name :	Title :	Status:	Approval Date:
Maximo A. Rosario	Director, Technology Support S...	Approved	9/22/2023

CHIEF/CABINET MEMBER APPROVAL :

Sign-off(s) from the Chief/Cabinet Member is required before you submit this form. This form will be returned for additional action if approval is not shown.

Name :	Title :	Status:	Approval Date:
Josiah J. Phillips	CIO	Approved	9/28/2023

OIG 25-020-M

EXHIBIT 6

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

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

Dr. Peter B. Licata
Superintendent of Schools

10/4/2023

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: ITB24-236 - Technology Computing Devices, Accessories and Deployment Services

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) Technology Computing Devices, Accessories and Deployment Services. Any questions regarding this ITB should be addressed to me, in writing via e-mail to ernesto.perez@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

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

- SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)

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

- NON-MANDATORY BIDDER**S' CONFERENCE**
  A Bidders' Conference will be held on (SEE SECTION 2 **–** CALENDAR) , beginning at Eastern Time (ET), in the Technology and Support Services Center, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- SUBMITTAL REQUIREMENTS
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- COMPLETION OF BIDS
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- PRICING CORRECTIONS
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- DUE DATE
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are not submitting a bid in response to this ITB, please complete Section 10, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to ernesto.perez@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

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

Ernesto Perez
Purchasing Agent IV

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

10/17/2023

Check Addenda for any revised opening dates before submitting your bid. Bid(s) received, after the date and time stated above, shall not be considered for award. Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
ITB24-236	10/4/2023	Ernesto Perez 754-321-0545

BID TITLE:
TECHNOLOGY COMPUTING DEVICES, ACCESSORIES AND DEPLOYMENT SERVICES

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO"** ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

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

I agree that this bid cannot be withdrawn within 90 days from date due.

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ Bidder Acknowledgement Section 1	☒ Conflict of Interest Form Section 8, Attachment B	☒ Certificate of Debarment Section 8, Attachment C	☒ Manufacturers Authorization Special Condition __
☐ Bidder's Preference Statement Special Condition __	☒ Bid Summary Sheet Section 4	☒ S/M/WBE Participation Schedule (Attachment A)	☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)
☐ Descriptive Literature Special Condition ____	☐ Material Safety Data Sheets Special Condition __	☐ Bid Bond Special Condition ____	☐ Descriptive Literature Special Condition ____

SECTION 2 – CALENDAR

Wednesday, October 4, 2023	Release of ITB24-236
Monday, October 9, 2023*	NON-MANDATORY BIDDERS' CONFERENCE 9:00 a.m. ET Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd., Suite 323 Sunrise, Florida 33351-6704
Wednesday, October 11, 2023	Vendor written questions due on or before 5:00 p.m. ET via email to: Ernesto.Perez@browardschools.com
Tuesday, October 17, 2023*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704
Wednesday, October 18, 2023	Posting of Recommendation Tabulation

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

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

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

SECTION 3 – SPECIAL CONDITIONS

3.1 INTRODUCTION: INTRODUCTION AND SCOPE: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids from personal computing (PC) Original Equipment Manufacturers (hereinafter referred to as "OEM") of Technology Computing Devices and Accessories as specified herein. Devices include Microsoft Windows based laptops, desktops and hybrid devices. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers within Broward County, Florida. This bid consists of three (3) groups: Group 1 Laptop Devices, Group 2 Desktop Devices, and Group 3 Services. Group 1 and Group 2 specifications and specific configurations are detailed in Section 4 of this bid and Group 3 minimum requirements are outlined in Section 5 of this bid.

As part of a five-year strategic plan, SBBC's Information Technology (IT) Division will be working to establish a fully funded cyclical refresh program. SBBC currently has over 200,000 computers consisting of laptops, desktops, and tablets, with the majority of devices being laptops. Over the next three (3) years, it is anticipated that SBBC will move toward purchasing more laptops and hybrid devices as part of the expanding digital classroom initiative. Below are historical dollar amounts spent on computer devices and accessories:

Fiscal Year	Total Amount
2020-2021	$32,232,388
2021-2022	$33,087,650
2022-2023	$14,895,484

The Bid Summary Sheet (Excel Attachment) contains anticipated annual quantities; however, actual purchase quantities will vary, and no guarantee is given or implied as to the total dollar value or work as a result of this bid. Our experience indicates we can prolong the life of the current computers for up to seven (7) years by purchasing enterprise class mid-level computer devices instead of consumer or home models. Therefore, bidders shall only provide enterprise class machines for this bid.

SUBMIT IN TIME FOR BID OPENING:

- One (1) signed hard copy of Bidder's response, including a printed copy of the Pricing Spreadsheet (no binders or binding is necessary - use of a staple or binder clip is preferred).
- One (1) flash drive containing an identical electronic version of the bid (pdf format preferred) and the Pricing Spreadsheet as an Excel type (.xls) document.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

3.2 QUESTIONS FROM BIDDERS: Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Ernesto Perez, Purchasing Agent in Procurement & Warehousing Services, via email to ernesto.perez@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Questions should be submitted in accordance with General Condition 5. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3.3 NON-MANDATORY **BIDDER'S** CONFERENCE: A Bidders' Conference will be held October 9, 2023, beginning at 9:00 am ET. Representatives from all interested companies are encouraged to attend.

The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective

Bidders in preparing the best and most comprehensive bid for submission to SBBC, Questions submitted shall be answered to all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Questions from Bidders. Any information verbally given, by any party, at the Bidder's Conference shall not be binding on SBBC. Only the information provided in the ITB or via Addenda shall be considered by Bidders.

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

3.4 TERM: The award of this bid shall establish a contract for the period beginning 1/1/2024 and continuing through 12/31/2027. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.

3.5 RENEWAL/EXTENSION: The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

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

3.6. AWARD: This bid shall be awarded BY GROUP, as indicated on the Bid Summary Sheet, one primary and up to two alternate or ALL responsive and responsible bidders meeting all specifications, terms, and conditions. It is necessary for a Bidder to bid on every item in the group in order to have the bid considered. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group shall result in the disqualification of the group. In the event that any item in the group does not meet the specifications, the entire group shall be disqualified. The lowest-priced Bidder for the Group shall be considered the Primary Awardee for that Group. All other responsive Bidders for that Group will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

3.7 AWARD (GROUP 1 - Laptops): SBBC desires to enter into a contract with OEM laptop computer manufacturers. However, manufacturers are encouraged to submit a bid which includes reseller participation. The District will rely on the OEM regarding when and how the OEM chooses to engage their reseller partner. In order to meet the needs of SBBC, Group 1 shall be awarded to one (1) primary manufacturer with reseller partner (preferred), one (1) secondary manufacturer with reseller partner (preferred), and one (1) tertiary manufacturer with reseller partner (preferred) responsive and responsible Bidders meeting specifications, terms and conditions.

The manufacturer is expected to select the reseller partner, but SBBC reserves the right to request a change at any time during the term of this Agreement, if deemed in the best interest of SBBC.

3.8 AWARD (GROUP 2 - Desktops): SBBC desires to enter into a contract with OEM desktop computer manufacturers. However, manufacturers are encouraged to submit a bid which includes reseller participation. The District will rely on the OEM regarding when and how the OEM chooses to engage their reseller partner. In order to meet the needs of SBBC, Group 2 shall be awarded to one (1) primary manufacturer with reseller partner (preferred) one (1) secondary manufacturer with reseller partner (preferred), and one (1) tertiary manufacturer with reseller partner (preferred) responsive and responsible Bidders meeting specifications, terms and conditions. The manufacturer is expected to select the reseller partner, but SBBC reserves the right to request change at any time during the term of this Agreement, if deemed in the best interest of SBBC.

3.9 AWARD (GROUP 1 AND GROUP 2): The Bidder offering the lowest total price for the group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group; all items in the group must meet specifications and must be of the same OEM Manufacturer in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the alternate Bidder if:

- a) the lowest Bidder cannot comply with delivery requirements or specifications.
- b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or
- d) if it is in the best interest of SBBC.

When a bid has a primary, a secondary, and a tertiary Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the other Awardees for the same or lower unit prices as those submitted by the primary Awardee.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages dependent on the failure, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

3.10 AWARD (GROUP 3): In order to meet the needs of SBBC, each GROUP 3 shall be awarded to one (1) primary, one (1) secondary, and one (1) tertiary responsive and responsible Bidders meeting specifications, terms and conditions. The Bidder offering the lowest total price for the group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the alternate Bidder if: a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC. When a bid has a primary and alternate Awardees, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages dependent on the failure, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

3.11 USE OF BID: When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

*Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc.) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

3.12 BIDDER QUALIFICATIONS: MANUFACT**URER'S CERTIFICATION:** Bidder must have each manufacturer certify that Bidder is an authorized dealer to sell, warranty and service that manufacturer's product. Bidder shall submit a letter from the manufacturer (on manufacturer's letterhead) or other authenticated certification document. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification with the bid or upon request shall result in the disqualification of the bid item submitted.

3.13 CATALOGS/PRICE LIST(S): Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has an electronic copy on a USB Drive or website with updated manufacturer' price list with the SBBC discount schedule, state the web address on the Bid Summary Sheet. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the Agreement on the cover of the catalog/ MSRP price list distributed to the District. Distributed catalog/price list(s) shall be at no charge to SBBC. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog shall result in disqualification of bid for that item.

If, during the Agreement period, the Awardee issues replacements to the catalog(s)/price list(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to SBBC, Procurement & Warehousing Services Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.

3.14 SINGLE-FIXED PERCENTAGE DISCOUNT OFFERED: Bidder should indicate in all spaces provided on the Bid Summary Sheet their single-fixed percentage discount for the indicated manufacturer's catalog/pricelist That will be used for the term of the Agreement. The single-fixed percentage discount offered shall remain firm throughout the term of the Agreement. Supplies and equipment for this bid shall be defined as:

a. SUPPLIES: Any catalog/list price item, with discount applied, whose net price is under $1,000.00.
b. EQUIPMENT: Any catalog/list price item, with discount applied, whose net price is $1,000.00 or more.

Bidders shall offer their single-fixed percentage discount as described on the Bid Summary Sheet(s), to be calculated from the most current manufacturer's catalog/ list price. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

3.15 BALANCE–OF–LINE OPTION (GROUP 1 AND GROUP 2): Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decrease throughout the term of the Agreement. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

3.16 BACK-ORDERS (GROUP 1 and GROUP 2): If Awardee is unable to deliver the items ordered by SBBC under the terms of this contract in the delivery time specified in General Conditions Section 4, due to the following:

1) the hardware undergoes a generational upgrade; or
2) the Operating System undergoes a version change or
3) a generational upgrade in the intervening time period

Then SBBC reserves the right to require that the items are delivered to SBBC according with the following modifications:

1) deliver product with the original specifications or
2) deliver product with the enhanced specifications as no additional cost to SBBC.

If the Awardee experiences a back-order of items ordered by SBBC, the Awardee shall ensure that such items are delivered within 30 calendar days from the date of the purchase order. If delivery is not made within 30 calendar days from the date of the purchase order, SBBC shall have the right to cancel the order and purchase the items from any other purchasing option available. If additional cost is incurred by SBBC the corresponding awardee will be responsible to reimburse SBBC for this additional cost.

3.17 DELIVERY / FREIGHT: All Awardees shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida or the device deployment services vendor (Awardee for section Group 3). SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. All delivery, handling or other costs necessary to complete an order should be included in the single fixed percentage quoted. Any additional delivery costs should be stated in detail on the Bid Summary Sheet under each bid item and shall remain firm for the term of the contract. Delivery or freight collect shall not be allowed. SBBC may, at their option, pick-up items from Awardees place of business. Catalog items which are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

3.18 EMERGENCY ORDERS: Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

3.19 ACCEPTANCE OF MATERIALS: The material delivered under this ITB shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The Awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The Awardee shall be responsible for any disposition charges, where applicable.

3.20 QUANTITIES: The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

3.21 ENHANCEMENTS: During the term of the contract, the Awardee may offer to SBBC and enhanced feature associated with any item or service. Written notification of intent must be received by SBBC thirty (30) days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in this Bid. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item. SBBC also reserves the right to require a sample of the item for evaluation purposes.

3.22 TECHNOLOGY OBSOLESCENCE (GROUP 1 and GROUP 2): SBBC includes the technology obsolescence in this bid to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. If Awardee supplies end-of-life (EOL) product without notifying SBBC that a newer model is available, Awardee will exchange EOL product for newer product at no cost to SBBC.

3.23 LOCAL WARRANTY REPAIR FACILITY (GROUP 1 and GROUP 2): In order to be considered for award, Bidder in Group 1 and Group 2 must have a local repair facility that can respond to service calls. This facility can be the manufacturer's reseller partner location. For the purpose of this bid, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County. The repair facility and service personnel shall be authorized by the manufacturer of the computing devices being offered.

3.24 INSPECTION OF FACILITIES: Bidder shall have an adequate facility to stock the required inventory for warranty and repair parts. Therefore, SBBC reserves the right, ~~prior to recommending this bid for award,~~ to inspect the Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's facility is adequate to meet the requirements of this bid. If, in the opinion of SBBC's representative, it is determined that the facility is not adequate to meet the requirements of this bid, a recommendation will be made to reject the bid(s) of those Bidder(s) not meeting this requirement.

3.25 COMPANY REPRESENTATIVE: Bidder should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

3.26 REPRESENTATIVE: Awardee shall provide a dedicated Account Representative during the contract period to perform the following responsibilities:

- A local on-site (Broward, Miami-Dade or Palm Beach Counties) authorized representative who will be able to resolve all account related issues. Representative shall be available business days between the hours of 8 am ET to 5 pm ET.
- Provide technology roadmaps; facilitate engineering discussions, process improvement discussions, technology release bulletins, capital funding planning exercises, etc.
- Information provided by Awardee's Representative shall be in the spirit of providing SBBC with the information needed to make informed decisions surrounding strategy and future planning.
- Schedule a minimum of twenty-six (26) one-hour bi-weekly meetings annually with SBBC.
- Provide quotes for standard or non-standard items within three (3) business days or less.

3.27 EMERGENCY PREPAREDNESS: Awardee(s) shall provide emergency contact information for preparing high priority orders of equipment herein requested under the terms and specifications of this solicitation. During such time, a declaration of emergency has been declared by Federal, State or County government for the local geographic area serving this Bid; Awardee shall make staffing available as required for order processing and provide an elevated priority to factory order creation and shipping per specifications. Awardee will be prepared to process such orders under disaster and post recovery situations where SBBC established procurement processes may revert to manual operations.

3.28 DEDICATED WEBSITE/PORTAL (ALL GROUPS): Awardee(s) shall provide a SBBC dedicated website/portal within 30 days of commencement of the contract. The website/portal should automatically update with real-time information that includes but is not limited to the following features: account catalog, account status, order status, purchase history, invoice copies, shipping information, SBBC location numbers, SBBC location names, SBBC destination delivery address, model number, warranty and support information for any serial number (service tag) and assistance with troubleshooting. The website/portal, where applicable, shall also provide a means to download necessary software updates, BIOS updates, drivers that apply to any and all models of equipment provided, and service and user manuals. The dedicated website/portal will permit SBBC to download a CSV or equivalent file with all the listed categories.

3.29 SHIPPING (GROUP 1 and GROUP 2): Computing devices (desktops, laptops, tablets or hybrids) shall be shipped within fifteen (15) business days of SBBC's PO issuance. All computing devices shall be shipped to SBBC's Deployment Services Awardee (Group 3). Orders for accessories shall be shipped directly to the shipping address indicated on the Purchase Order within fifteen (15) business days of the PO being issued. In the event, that the Device Awardee is not the Installation Awardee, a separate PO will be issued and said vendor will

be indicated on the PO issued to the Awardee for the device. Payment shall not be rendered to the Awardee until all items on the Purchase Order have been received.

3.30 SHIPPING (GROUP 3): Deliveries to SBBC sites for deployment services must be complete within four (4) business days after receipt of order (ARO) from the Group 1 and Group 2 Awardee.

3.31 DESCRIPTIVE LITERATURE: If bidding other than the make(s)/brand(s) and model(s) specified in this bid, it is required that COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST. Such descriptive literature shall be in sufficient detail to indicate conformance with the specifications of the make(s)/brand(s) and model(s) specified in the bid. FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE MAKE(S)/BRAND(S) AND MODEL(S) OFFERED IN THIS BID, WITH THIS BID OR UPON REQUEST, SHALL RESULT IN DISQUALIFICATION OF BID ITEM SUBMITTED.

3.32 BRAND STANDARDIZATION: In order for schools to continue purchasing consistent with the system currently used in each school, bids shall only be accepted on the make and models specified. If the model number is no longer available and has been replaced with a new updated model with new specifications, the Bidder should submit complete descriptive literature on the new model.

3.33 BRANDS OFFERED: Bids shall be accepted only on the brands/manufacturers specified in this ITB. If a Bidder wishes to have a piece of equipment placed on the list for future bidding, it shall be necessary for Bidder(s) to furnish to Procurement & Warehousing Services a sample of the item for testing purposes. If such an item performs satisfactorily, a recommendation shall be made to include this item on the future list of approved equipment. In the event that any item supplied does not prove satisfactory, that item shall be removed from the approved list until such time as the equipment is made or performs to the satisfaction of SBBC.

3.34 FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

3.35 FLORIDA BIDDING'**S** PREFERENCE: Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations for personal property from Bidders having a principal place of business outside the State of Florida. ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 8, ATTACHMENT D IN ORDER TO BE CONSIDERED FOR AWARD. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected. Bidders whose principal place of business is outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the Bidder Preference form, Section 8, Attachment D, and must submit this form with submitted bid.

3.36 INSPECTION OF FACILITIES: Bidder shall have an adequate facility to stock the required inventory. Therefore, SBBC reserves the right, prior to recommending this bid for award, to inspect the Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's facility is adequate to meet the requirements of this bid. If, in the opinion of SBBC's representative, it is determined that the facility is not adequate to meet the requirements of this bid, a recommendation will be made to reject the bid(s) of those Bidder(s) not meeting this requirement.

3.37 ASSEMBLY, INSTALLATION AND/OR PLACEMENT: It shall be the responsibility of the Awardee(s) to include on-site delivery, assembly and to assure satisfactory operation of all features. Equipment specified shall be assembled, adjusted, operationally tested and

ready for use at the time of delivery. Installation and/or placement cost(s) must be included in the unit price of the item or items and shall be completed within three days after the delivery date or as required by the user.

3.38 INSTRUCTION MANUALS: Awardee(s) is/are required to furnish instruction manuals with the shipment or when requested by SBBC. Each manual shall contain a definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures.

3.39 INVOICES: Delivery copies, packing slips, and invoices to SBBC MUST include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT. Invoices are to be mailed to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or to the address indicated on the Purchase Order.

1. Material release number OR the control number
2. Purchase Order number
3. A complete description of the items
4. Itemized list price
5. Total dollar amount shall be net

Material backordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

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

3.41 LEAD-FREE STATEMENT: All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. No bid shall be considered unless this is agreed to by the Bidder.

3.42 MINIMUM ORDER: The actual quantity ordered may be as low as one each or unit which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.

3.43 VALUE: No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

3.44 MODEL UPDATES (GROUP 1 and GROUP 2): If, during the contract period, the awarded model is discontinued by the manufacturer, the Awardee must advise SBBC Procurement and Warehousing Services, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item. The new model must be the same or better specifications as the awarded contract item and must be offered at the contract price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

3.45 PRICE ADJUSTMENTS: Prices offered shall remain firm through the first three (3) years of the Agreement. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, thirty (30) calendar days before the third-anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have

written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction.

The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:

1. The volatility is due to causes wholly beyond the vendor's control; and
2. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
3. The effect on pricing or availability of supply is substantial; and
4. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

3.46 PRICE REDUCTIONS: Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

3.47 PROTECTION OF WORK, PROPERTY, AND PERSONNEL: The Awardee shall, at all times, guard against damage and/or loss to the property of SBBC and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure 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.

3.48 SEED UNITS: The device manufacturer (Group 1 and Group 2 Awardee) shall provide SBBC with a seed unit for each device model and product drivers within two weeks of product changes. SBBC will then create an image and provide to the deployment vendor (Group 3 Awardee) with a hardware independent image that can be used across the SBBC Standard Product line.

3.49 SAMPLES: If bidding other than the manufacturers/brands and models specified on the Bid Summary Sheet, the exact sample of the bid item offered must be furnished to SBBC Procurement & Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, in time for bid opening or upon request, at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S** NAME, BID NUMBER, AND BID ITEM NUMBER. SBBC shall REJECT any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3).

3.50 LABEL REQUIREMENTS FOR BID SAMPLES ONLY: When it is required that a sample of a bid item be submitted, a paper label shall be accepted for a bid item that requires a silk-screened label. The paper label must be securely glued to the container stating all of the label requirements set forth in the bid. If the item bid is awarded by SBBC, then the item bid must be delivered to SBBC with Ernesto Perez as set forth in the bid requirements. Upon award of the bid, any item delivered to SBBC which is not properly labeled, as set forth in the bid requirements, shall be rejected and returned at the vendor's expense. Failure to promptly redeliver the rejected item, or failure to deliver any other item properly labeled, as set forth in the bid requirements, shall result in default of Agreement by Bidder and bid cancellation, as per the General Conditions Section 21 of this bid.

3.51 PRODUCT SUPPORT AND TRAINING: Awardee shall provide, coordinate and plan complete product support and training for the purchased equipment for the entire Agreement period. Support and training shall include, but not be limited to, answering technical questions of the product, providing a demonstration(s) for each Purchase Order's "ship to" location, and troubleshoot problems of the equipment. The Awardee shall be required to conduct training annually, at no cost to SBBC, during normal working hours, and at the convenience of each individual SBBC location. Awardee shall be required to submit, to the Maintenance Custodial Department, 3810 NW 10th Avenue, Oakland Park, FL 33309, a letter of training accomplishment, which shall require signatures of the trainer and trainee(s) along with their respective printed names and location(s) each year of the Agreement period and renewal(s). This form shall be submitted to the Maintenance Custodial

Department upon completion of the training session. Failure to provide this information as required by this bid shall result in the default of Awardee's Agreement.

3.52 TRADE-INS: A list of existing owned is attached. It is requested that Bidders attach a schedule of trade-in values offered for these machines on an individual basis. These values shall be used only at the request of the schools/departments and upon SBBC approval. In the event schools or departments wish to trade-in, Awardees who offer trade-in values shall be suggested by Procurement & Warehousing Services and shall be in a position to do business with that school or department. There is no guarantee of any trade-ins. Trade-in values must be held firm for the term of the Agreement with only an increase of the amount offered being allowed after inspection of the specific machine to be traded. Awardees are notified hereby that all trade-ins require individual SBBC approval prior to any delivery and/or pick-up of and that award of this bid shall not guarantee acceptance of trade-in values.

3.53 WARRANTY: The Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator-incurred damage which could have been avoided by referring to the instructional manual) for a period of one year for all items after the date of delivery and installation to provide SBBC with an **"on-site"** warranty. In the event of a dispute on requested repairs between SBBC and the Awardee, the decision of SBBC shall be final and binding on both parties.

3.54 CENTRAL WAREHOUSE RECEIVING HOURS Central Warehouse is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except for holidays. No delivery can be accepted after 2:00 p.m.

3.55 CENTRAL WAREHOUSE DELIVERY AND PALLETS: On large orders, half trailer or larger, the Awardee shall call SBBC, Materials Logistics Center at 754-321-4721 prior to delivery to arrange for a delivery schedule.

3.56 W-9 FORMS: All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

3.57 SUPPLIER REGISTRATION: To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

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SECTION 4 – GROUP 1 & GROUP 2 SPECIFICATIONS & BID SUMMARY (PRICING)

SPECIFICATIONS: The following list of requirements for all devices must be adhered to for the entire duration of the bid. Please provide only one device per item. The following is a list of pre-approved standard (Windows Operating System) configurations, with the detailed specifications to follow at the end of this section. Pricing shall be supplied via the Bid Summary Excel document (See section 8 for additional information).

4.1 DEFINITIONS: The following list serves to convey SBBC's expectation and understand of the following:

4.1.1 Standard Configuration – The minimum acceptable specification that has been adopted by SBBC's IT Division for general use within SBBC.

4.1.2 Computer Option – An option is an additional component that increases the functionality of the Standard Configuration. For Example: Adding an additional optical drive or second hard drive.

4.1.3 Computer Upgrade (or downgrade) - An upgrade (downgrade) is changing an existing component already existing in the standard configuration to improve (or reduce) performance. For Example: Upgrade from 4gb of RAM to 8gb of RAM; Downgrade from 8gb of RAM to 4gb RAM.

4.1.4 Enterprise or Commercial Class Device – The manufacturer of a series of computers designed specifically for medium to large class business. Typically, this series will guarantee uniformity of manufacture and performance of all units produced within the series. Components, computer setup and design will be the same throughout the series of production to guarantee capability and minimization of maintenance or repair issues using standardized components. Consumer or Home grade devices are not acceptable unless specified.

4.1.5 SBBC User Site – SBBC operates within Broward County with multiple locations with computer devices spread across the District. Click here to view a list of our specific departments or schools. The user site is the specific location of the individual end-user.

4.2 RUGGED TESTING (GROUP 1): In order to be considered for award, Bidder in Group 1 must supply their type, method and results of testing laptop devices for durability to include but not limited to the following: drop tested at least 70cm, spill and pick resistant keyboard, hinge and screen durability. Failure to submit the required documentation with this bid will result in disqualification of bid submitted. Awardee will also supply at least six (6) laptops from each student laptop category to SBBC for internal testing purposes at nominal or no cost to the district.

4.3 DESCRIPTIVE LITERATURE: Bidder shall include manufacturer's technical specification sheet for the device(s) bidding. Complete descriptive technical literature on the system being bid should be submitted with bid.

4.4 NEW DEVICES: All devices shall be new and Desktop Management Interface (DMI) compliant; corporate grade for use in managed network environments. Newly manufactured devices containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-remanufactured, used, shopworn, demonstration or prototype equipment will not be accepted.

4.5 ISO 9001 CERTIFICATE (Latest Version): At the time of bid submittal, the OEM must submit a copy of their valid ISO 9001 certificate.

4.6 DEVICE CLASS: Only enterprise class devices shall be supplied. Consumer or home class devices are not acceptable.

4.7 MICROSOFT SHAPE THE FUTURE: SBBC will supply a copy of the Microsoft Shape the Future letter that dictates Operating System pricing in conjunction with the Microsoft A5 License (Campus Agreement) to the Awardee. Bidders should take this into consideration when submitting pricing and configure all devices with the least expensive required for the Microsoft Campus OS licensing. Microsoft

OS included with device must be upgradable to 64-bit and compliant with A5 minimum requirement.

4.8 MICROSOFT CERTIFICATION: Awardee shall supply devices that are certified by Microsoft and be a member of the most current Microsoft Windows Hardware Compatibility List (HCL). If the product is not a member of the HCL, the Bidder can produce a certification letter from Microsoft stating that the product has been tested and is approved for use with most current Microsoft Windows OS.

4.9 HARDWARE CONFIGURATIONS: Awardee will provide hardware configurations for a minimum of one year beyond initial date of availability for the same price or less to reduce obsolesces and maintain consistency and compatibility across models in the same product line.

4.10 WARRANTY: Awardee shall fully guarantee the cost of parts and labor (except for accidental damage) for a minimum period of three (3) years for all computing devices from the date that the device is deployed to the SBBC user. Warranty must be Original Equipment Manufacturer (OEM) with any repairs performed by either the manufacturer or an authorized technician for the manufacturer. On-site repair is preferred, and all repairs must be complete within two (2) business days. Awardee shall supply a loaner device which has identical or better features and specifications, for all situations that exceed two (2) days from report of incident to complete repair and return to normal functioning. In the event of a dispute on requested repairs between SBBC and the Awardee, the decision of the SBBC designee shall be final and binding on both parties. Break/Fix and Out of Warranty items are the responsibility of SBBC.

4.10.1 Operating system software and other components originally delivered or "bundled" as an integral part of the covered hardware shall be deemed part of the covered hardware for purposes of warranty services. In situations where there are conflicts between network services or application software, SBBC will determine who will be responsible for repairs.

4.10.2 Awardee(s) shall provide a direct toll free, premium tier level telephone technical support number dedicated to SBBC during the three (3) year warranty period and all renewal periods at no additional cost.

4.10.3 “On-site” means that equipment requiring warranty service will be inspected and serviced by the Awardee at the SBBC location.

4.10.4 Awardee shall supply the manufacturer’s return authorization number or proof from the manufacturer that all warranty work performed was consistent with manufacturer’s standards using OEM or manufacturer certified parts.

4.10.5 Replacement of internal storage drives must include loading of the Operating System that was loaded prior to failure with images and deployment instructions provided by SBBC.

4.10.6 If the repair cannot be accomplished at the SBBC user’s site; the equipment may be removed to a remote repair site.

4.10.7 If repair cannot be completed within two (2) days of removal from SBBC user site, a loaner/spare similarly configured unit of the same or better make and model will be provided the next day to the site for use until repair is returned.

4.10.8 The Awardees in Group 1 and Group 2 shall maintain an inventory of imaged and configured loaners or spares in the following quantities at all times during the bid. Location of this inventory is at the discretion of the OEM. However, the preference of SBBC is to store at a local warranty repair facility to meet the needs of this bid.

4.10.8.1 Student Laptops = 50 or 1% of total yearly purchase quantity (whichever is greater); and
4.10.8.2 Teacher/Staff Laptops = 20 or 1% of total yearly purchase quantity (whichever is greater); and
4.10.8.3 Desktops = 20 or 1% of total yearly purchase quantity (whichever is greater); and
4.10.8.4 Tablets = 30 or 1% of total yearly purchase quantity (whichever is greater)

4.10.9 If a unit is removed from a location for repair, the SBBC user site representative shall be provided with a duplicate

copy of the Awardee's receipt document before removing the unit from the site.

4.10.10 If the equipment cannot be repaired, it must be replaced with new equipment.

4.10.11 Awardee will have full discretion as to local vendor contracted to perform warranty and break/fix repairs. Repair and warranty work must be performed by manufacturer authorized repair technician. Evidence of technician's manufacturer authorization shall be furnished to SBBC within three (3) days of notification.

4.10.12 Awardee is required to transport equipment and coordinate all warranty repairs.

4.10.13 SBBC expects that the Awardee will identify all devices affected by a defective component and the appropriate warranty replacement of said item(s) will be completed in a mass effort coordinated with SBBC IT Division. If SBBC performs warranty services, SBBC is to be reimbursed in accordance with industry standards. The Awardee has the option of repairing or replacing equipment requiring warranty service. Any equipment repaired three times for the same component in a twelve-month period shall be replaced with new equipment if the same component fails a fourth time.

4.10.14 SBBC requires mass warranty replacement on components that exhibit a premature failure rate across a common platform of technology regardless of exhibition (or lack of) symptoms across all affected inventory. This includes but is not limited to:

4.10.14.1 The same model of internal storage (i.e. SSD, hard drives) in multiple devices shows a premature failure rate in an established pattern; or

4.10.14.2 The same model of power supply in the same generation of devices shows a premature failure in an established pattern; or

4.10.14.3 The same model, in the same generation of devices shows a premature failure in an established pattern; or

4.10.14.4 An identified repetitive component failure by the vendor is publicly announced or a recall notice is officially issued.

4.10.15 Awardee shall provide, at no cost, the ability for SBBC to send up to twenty (20) of SBBC's IT Division personnel to a vendor sponsored warranty certification program. Staff trained through the manufacturer sponsored warranty certification program will be authorized to diagnose, order and fulfill a factory warranty service call. SBBC will be reimbursed for any warranty at the rates applicable to "self-maintenance" sites, or in retail warranty services providers. Yearly re-certification for SBBC's staff shall be extended as necessary.

4.10.16 Awardee shall provide to SBBC two (2) copies of diagram with an exploded view of part numbers and Service Manuals for each of the device models purchased under this contract. Documentation should be available through a vendor portal which has the most up to date information. In addition, the awarded vendor shall provide specific diagnostic tools/programs needed for SBBC staff to diagnose and perform repairs.

4.10.17 Any product supplied including peripherals under the terms of this contract, which arrives inoperable, shall be considered dead-on-arrival (DOA) and replaced by the Awardee with a loaner within two (2) days. The repair or replacement product must be delivered within ten (10) business days of notification and must include the standard SBBC documentation for audit purposes. If repair cannot be accomplished at the SBBC users' site, then:

4.10.17.1 Awardee is responsible for the transport the equipment from and to the original location and

coordinating all warranty repairs; and

4.10.17.2 Awardee shall be completely and solely responsible for the coordination and completion of all repairs, including pickup at SBBC user's site and reinstallation of any equipment according to all special conditions and specifications of this Bid; and

4.10.17.3 Equipment removed from a site shall be returned in its original condition, without scratches or markings that did not exist on the unit prior to its removal; and

4.10.17.4 Equipment cannot be repaired must be replaced with new equipment of equal or greater specifications; and

4.10.17.5 Replacement of equipment must include loading of the Operating System that was loaded prior to failure with images and deployment instructions provided by SBBC.

4.10.18 Awardee shall conduct Warranty Service for the covered hardware in response to notifications originated by SBBC Service Desk or other designated Service Desks identified in writing by the Contract Administrator during the period Monday through Friday, excluding SBBC holidays, 8:00 a.m. to 4:00 p.m. ("regular work hours"). All warranty services shall be performed on-site at SBBC's locations. Once Awardee's technician arrives on-site and commences diagnosis and error correction efforts, such efforts shall continue during regular business hours until:

4.10.18.1 the malfunction is corrected or otherwise worked around; or

4.10.18.2 the technician is relieved by the arrival of a qualified replacement technician; or

4.10.18.3 SBBC is reasonably satisfied that the reported problem was not caused by a malfunction in covered hardware; or

4.10.18.4 SBBC reasonably concludes after conferring with the technician that further diagnosis or repair efforts must be postponed until the arrival of replacement parts or the occurrence of some other contingency.

4.10.19 Awardee's personnel shall report their arrival at and departure from a SBBC site for the performance of warranty services, whether preventive or remedial, to the applicable office and, with regard to remedial warranty services, keep such office informed of any delays and completions. Awardee shall provide the Contract Administrator with daily reports on the day following the warranty services:

4.10.19.1 Listing the notifications received from SBBC; and

4.10.19.2 The date and time of each notification; and

4.10.19.3 Time of telephone response to the notification; and

4.10.19.4 Description of call and date or expected date of problem resolution.

4.11 REPAIR PARTS: The performance of proper warranty services by the Awardee is deemed by SBBC to be essential to SBBC's data processing operations and governmental functions. SBBC will monitor Awardee performance of the warranty services through the SBBC's Service Desk System. If Awardee breaches any provision hereof and fails within ten days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to SBBC and proceed with due diligence to completion or if it fails more than ten (10) times in any 12-month period Awardee must comply with any time commitment established warranty service. Awardee may be declared in default of this Agreement and the Director of the Supply

Management & Logistics, without giving up any rights SBBC may have for damages for such breach or default, may take such action or actions as may be necessary to terminate the Agreement between SBBC and Awardee.

Awardee shall make available to SBBC for purchase, repair parts for each and all of the items purchased under this contract. Said repair parts must be priced at a minimum of 10% discount from manufacturer's retail price at the time they are purchased. Awardee shall deliver repair parts within ten (10) days of receiving a valid purchase order from SBBC, back ordered parts excepted. Repair parts shall be available to SBBC for purchase at the aforementioned discount for a period of not shorter than three (3) years past the date of the end of the warranty period for each product purchased, or until such time as the manufacturer declares the repair parts to be no longer available by virtue of obsolescence.

4.12 DEVICE SPECIFICATIONS: The remaining pages of this section contain the minimum technical specifications required for each device. Bidders shall supply the corresponding technical specifications for the device they are bidding in the appropriate space in addition to detailed specification sheets from the manufacturer.

The following is a list of the devices:

GROUP 1 LAPTOP DEVICES
1A - Student Laptop (Non-Touch)
1B - Student Laptop (Touch)
1C - Laptop i3 (Non-Touch)
1D - Laptop i3 (Touch).
1E - Laptop i5 (Non-Touch)
1F - Laptop i5 (Touch)
1G - Laptop i7 (Non-Touch)
1H - Laptop i7 (Touch)
1I - Ultra Light Convertible i7 Laptop (Touch)

GROUP 2 DESKTOP DEVICES
2A - Small Form Factor Desktop i5
2B - Small Form Factor Desktop i7
2C - All in One Desktop i5
2D - All in One Desktop i7
2E - Mini/Tiny/Micro Desktop i3
2F - Mini/Tiny/Micro Desktop i5
2G -Mini/Tiny/Micro Desktop i7

*HYBRIDS
2H - Hybrid i5
2I - Hybrid i7

*SPECIAL PURPOSE DEVICES LAPTOP
1J - Special Purpose Laptop i7+ (Non-Touch)

*SPECIAL PURPOSE DEVICES DESKTOP
2J Special Purpose Desktop i7+

**Not to be tabulated*

ITEM 1A – STUDENT LAPTOP (NON-TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	Intel N100	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM	4 GB	
Internal Storage Size	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 400MB/s 128k Sequential Read/Write 4k Random Read/Write up to 50K IOPS	
Display	Durable HD, Anti-Glare	
Screen Type	Non-Touch Screen	
Resolution	1366 x 768	
Screen Diagonal Size	11.6"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1B – STUDENT LAPTOP (TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	Intel N100	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM	4 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 400MB/s 128k Sequential Read/Write 4k Random Read/Write up to 50K IOPS	
Display	Durable HD, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1366 x 768	
Screen Diagonal Size	11.6"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1C – LAPTOP i3 (NON-TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i3	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	4 GB	
RAM Expandable	8 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable HD, Anti-Glare	
Screen Type	Non-Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13”	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Optical Drive	N/A	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) Headphone/microphone combo	
Durability	Enterprise or Commercial Class	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1D – LAPTOP i3 (TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i3	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	4 GB	
RAM Expandable	8 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable HD Touch Screen, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Optical Drive	N/A	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) Headphone/microphone combo	
Durability	Enterprise or Commercial Class	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1E – LAPTOP i5 (NON-TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	NON-Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Headphone/Microphone Combo Jack	
	(1) USB 3.1	
	(1) Lock Slot	
	(1) USB Type-C with Power	
	(1) Full HDMI	
Weight	Up to 4 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1F – LAPTOP i5 (TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Headphone/Microphone Combo Jack	
	(1) USB 3.1	
	(1) Lock Slot	
	(1) USB Type-C with Power	
	(1) Full HDMI	
Weight	Up to 4 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1G – LAPTOP i7 (NON-TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	NON-Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1	
	(1) Full HDMI	
	(1) Headphone/microphone combo	
Weight	Up to 4.5 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1H – LAPTOP i7 (TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1	
	(1) Full HDMI	
	(1) Headphone/microphone combo	
Weight	Up to 4.5 lbs.	
Durability	Enterprise or Commercial Class	

Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 11 – LAPTOP i7 ULTRA-LIGHT WEIGHT / CONVERTIBLE (TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Ultra-Light Weight, Convertible	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	Multi-Touch	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1	
	(1) Full HDMI	
	(1) Headphone/microphone combo	
Weight	Up to 4.5 lbs.	
Durability	Enterprise or Commercial Class	

Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 2A – SMALL FORM FACTOR DESKTOP i5		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5	
	64-bit Capable	
Form Factor	Small Form Factor Desktop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Full High-Definition Graphics,1920x1080	
Optical Drive	DVD Recordable	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	802.11a/g/n/ac (2x2)	
	Bluetooth 4.2	
Input Devices	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) Combo Jack (Headphone/Microphone)	
	(1) Full HDMI	
	(1) USB 3.1 Gen 1	
	(1) USB 3.1 Type-C	
	(1) DisplayPort	

Audio/Sound Card	Integrated HD Audio	

ITEM 2B – SMALL FORM FACTOR DESKTOP i7		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Device Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Small Form Factor Desktop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	16 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Intel HD Graphics, 1920 x 1080	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) USB 3.1 Gen 1 Type-C	
	(1) Full HDMI	
	(1) USB 3.1 Gen 1	

	(1) Microphone/headphone jack	
	(1) Display Port	
Sound Card/Audio	Integrated HD Audio	

ITEM 2C – ALL-IN-ONE DESKTOP i5		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5	
	64-bit Capable	
Form Factor	All-In-One	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD Multitouch	
Resolution	1920 x 1080	
Screen Diagonal Size	24"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	Integrated: Intel UHD Graphics	
Integrated Camera	Still image: 1 megapixel - Video 1280 x720 HD at 30fps	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
	(1) Security Cable Slot	
	(1) Full HDMI	

Ports	(1) Microphone Onboard	
	(1) DisplayPort	
	(1) USB 3.1 Gen 1 Ports	
	(1) Headphone / microphone combo	
Sound Card/Audio	Integrated HD Audio	

ITEM 2D – ALL-IN-ONE DESKTOP i7		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	All-In-One	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	16 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD	
Screen Type	Multi-Touch	
Resolution	1920 x 1080	
Screen Diagonal Size	27"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	Integrated: Intel UHD Graphics	
Integrated Camera	Still image: 1 megapixel - Video 1280 x720 HD at 30fps	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
	USB Optical Mouse	

Input Device	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) Security Cable Slot	
	(1) Full HDMI	
	(1) Microphone/headphone combo	
	(1) DisplayPort	
	(1) USB 3.1 Gen 1 Ports	
	(1) Microphone Onboard	
Sound Card/Audio	Integrated HD Audio	

ITEM 2E – MINI / TINY / MICRO DESKTOP i3		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i3	
	64-bit Capable	
Form Factor	Mini/Tiny/Micro	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	4 GB	
RAM Expandable	16 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Integrated Graphics, dual monitor support	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10-key Number Pad	
Ports	(1) USB 3.1 Type-C	
	(1) Headphone / microphone combo	
	(1) DisplayPort	
	(1) Full HDMI	
Sound Card/Audio	Integrated HD Audio	

ITEM 2F – MINI / TINY / MICRO DESKTOP i5		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5	
	64-bit Capable	
Form Factor	Mini/Tiny/Micro	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	8 GB	
RAM Expandable	16 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Integrated Graphics, dual monitor support	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) USB 3.1 Type-C	
	(1) Headphone / microphone combo	
	(1) DisplayPort	
	(1) Full HDMI	

Sound Card/Audio	Integrated HD Audio	

ITEM 2G – MINI / TINY / MICRO DESKTOP i7		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Mini/Tiny/Micro	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	16 GB	
RAM Expandable	32 GB	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Integrated Graphics, dual monitor support	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Dual Band Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Devices	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) USB 3.1 Type-C	
	(1) Headphone / microphone combo	
	(1) DisplayPort	

	(1) Full HDMI	
Sound Card/Audio	Integrated HD Audio	

ITEM 2H – HYBRID i5		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5	
Form Factor	Hybrid/Tablet/2-in-1	
Operating System	Windows 10 (See section 4.6 above)	
RAM	8 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable, Anti-glare, Multi-Touch	
Resolution	2880 x 1920	
Screen Diagonal Size	14"	
Screen Aspect Ratio	3:2 or 16:9	
Screen Type	Multi-Touch	
Graphics	Intel HD Graphics	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Ports	(1) Headphone/microphone combo jack	
	(1) USB 3.1 Type-C with Power	
	(1) USB 3.1 Type-C	
Camera	Front facing: 2 MP	
	Rear Facing: 8 MP	
Keyboard	Full-size backlit keyboard - detachable	

Power	USB-C Power Adapter	
	At least 8-hour battery life	
Weight	Up to 3 lbs.	

ITEM 2I – HYBRID i7		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Hybrid/Tablet/2-in-1	
Operating System	Windows 10 (See section 4.6 above)	
RAM	16 GB	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable, Anti-glare,	
Screen Type	Multi-touch	
Resolution	3000 x 2000	
Screen Diagonal Size	16.0"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	Intel HD Graphics	
Connectivity	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Ports	(1) Headphone/microphone combo jack	
	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1 Type-C	
Camera	Front facing: 2 MP	
	Rear Facing: 8 MP	
Keyboard	Full-size backlit keyboard - detachable	

Power	USB-C Power Adapter	
	At least 8-hour battery life	
Weight	Up to 4 lbs.	

ITEM 1J – SPECIAL PURPOSE LAPTOP i7+ (NON-TOUCH)		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	32GB	
RAM Expandable	64 GB	
Internal Storage	M.2 512GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	FHD Non-Touch	
Screen Type	NON-Touch	
Resolution	3840 x 2400	
Screen Diagonal Size	16"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	NVIDIA® RTX™ 2000 Ada Generation Laptop GPU 8GB GDDR6	
Integrated Camera	Still image: 1 megapixel - Video 1280 x720 HD at 30fps	
Optical Drive	N/A	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
	(2) USB 3.1	
	(1) USB Type-C with Power	

Ports	(1) Mini DisplayPort	
	(1) Full HDMI	
	(1) Microphone	
Power	Power Adapter	
	At least 8-hour battery life	

ITEM 2J – SPECIAL PURPOSE DESKTOP i7+		
Component	SBBC MINIMUM SPECIFICATIONS	BIDDER: Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7	
	64-bit Capable	
Form Factor	Desktop	
Operating System	Windows 10 (See section 4.6 above)	
RAM Included	32 GB	
RAM Expandable	64 GB	
Internal Storage	M.2 1 TB PCIe x4 SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	NVIDIA T400 4GB GDDR6	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Devices	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	

Ports	(2) USB 3.0	
	(2) USB 3.1 Type-C	
	(1) Headphone / microphone combo	
	(1) HDMI	
	(1) DisplayPort	
Sound Card/Audio	Integrated HD Audio	

4.13 BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains Five (5) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet and screenshots:

TAB 1 - COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

TAB 2 **–** GROUP 1 **–** LAPTOPS

TAB 3 **–** GROUP 2 **–** DESKTOPS

TAB 4 **–** GROUP 3 **–** DEPLOYMENT

TAB 5 **–** ADDITIONAL INFORMATION

TAB 6 **–** NON-STANDARD DEVICES (NOT TABULATED)

4.14 COMPANY REPRESENTATIVE: Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

4.15 MODEL NUMBER CORRECTIONS: If the model number for the make specified on the Bid Summary Sheet is: a) no longer available and has been replaced with a new updated model with new specifications, the Bidder should contact the Purchasing Agent and submit complete descriptive literature on the new model number as soon as possible. The Purchasing Agent will release a revised Bid Summary sheet via an Addendum posted to DemandStar.

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SECTION 5 – GROUP 3: DEPLOYMENT SERVICES MINIMUM REQUIREMENTS & SPECIFICATIONS

The Awardee for GROUP 3 shall provide device deployment services including device etching, imaging and installation to the end-user District-wide. The scope includes services for both educational and administrative devices using the Microsoft Windows OS and includes other value-added services critical to SBBC including laptop cart wiring and deployment. To be considered for award, the Bidder must have successfully performed deployment services (deployment, etching and imaging – all services below) for an entity similar to SBBC. Bidders shall provide a minimum of 3 references. Acceptable reference must be from an institution with a minimum of 100 sites where the Bidder deployed a minimum of 3,000 devices on average per month. Complete the included Attachment G – References and submit with your bid.

5.1 SERVICES: The following details our current deployment processes and services. The diagram and detailed information in Section 5.12 are intended to be a general overview of the entire deployment services process. If the successful Bidder is able to accomplish the device etching, imaging and delivery to end-user process using fewer steps or processes, so long as all items and responsibilities are accomplished and the same end result is achieved, SBBC may be agreeable to alterations, upon mutual agreement. All Awardee responsibilities contained below shall be unchanged, regardless of process improvements that may be implemented in the future.

5.2 PROJECT MANAGER: Awardee provides a Project Manager to perform the following responsibilities:

- 5.2.1 Execute project according to the project plan.
- 5.2.2 Once order is placed for device with manufacturer and PO issued, Awardee's Project Manager contacts the receiving SBBC site to obtain the proper naming conventions. Prior to receiving the devices at the warehouse it is imperative to have the naming conventions.
- 5.2.3 Develops forms and records along with SBBC to ensure that project activities are aligned with SBBC policies.
- 5.2.4 Set up files to ensure that all project information is appropriately documented and secured.
- 5.2.5 Monitors progress of projects and adjust as necessary to ensure the successful on time completion of each delivery.
- 5.2.6 Establishes a communication schedule to update stakeholders which includes appropriate staff in the organization or as determined by SBBC.
- 5.2.7 Reviews the quality of the work completed with the SBBC's project team on a regular basis to ensure that project requirements are met.
- 5.2.8 Work closely with SBBC's Project Manager to ensure project issues are resolved cooperatively and quickly.
- 5.2.9 Attend, at a minimum, a weekly on-site meeting or as requested by SBBC.

5.3 VENDOR COMPETENCY: Awardee's installation team must be fully competent in the operation of the computer product as delivered. SBBC reserves the right to have the Awardee provide another qualified installer, should an Awardee's installer be found lacking in competency. Awardee will be found in violation of bid if a competent installer is not supplied. Violation will result in moving to an alternate provider.

- 5.3.1 Installers are required to attend an installer's meeting if scheduled by the SBBC Information Technology (IT) Division. IT provides at least three (3) days' notice prior to such meeting. When possible, SBBC in cooperation with the vendor will try to conduct these meetings at the installation site.
- 5.3.2 Failure to attend or provide an alternate attendee to the Installer's Meeting is a violation of the bid.
- 5.3.3 Frequency of the meetings is determined by the IT Division.

5.4 DELIVERY TO **AWARDEE'S** WAREHOUSE: The delivery of product from the manufacturer (Groups 1 and 2) is 15 days after purchase order has been placed. During this 15-day window, the deployment vendor is expected to reach out to the installation site to obtain the computer names (see section 5.2.2 and 5.2.3). It is the responsibility of the Awardee (Group 3) to accept delivery and prepare devices for deployment within a four (4) working day period. Under certain circumstances, it may be advantageous for a delivery from deployment vendor to be delayed beyond 4 days. Such a delay will be allowed up to 60 days after receipt of

order (ARO) if requested, in writing, by a location administrator or IT Project Manager to the deployment vendor at no additional cost.

5.4.1 Awardee is responsible to verify serial numbers upon acceptance of device delivery.

5.5 SBBC SITE DELIVERY: Delivery is scheduled as follows:

5.5.1 Project Based - IT contacts the receiving SBBC site to schedule the delivery of the order and notifies the Awardee.

5.5.2 Non-Project Based - Awardee contacts the receiving SBBC site to schedule the delivery of the order. IT is not involved in these deliveries.

5.6 PRE-INSTALLATION PREPARATION BY AWARDEE: Awardee (Group 3) follows SBBC's installation process as described below. This process is in accordance with the Proposer Information Packet (PIP). Awardee's Warehouse is physically located within the tri-county area (Broward, Palm Beach or Miami-Dade Counties) and has a minimum 10,000 square feet of warehouse space.

5.6.1 Awardee must have a secure warehouse located within the tri-county area to receive and store large inventories until delivery date is identified. Each desktop, laptop and hybrid is imaged, provisioned and laser etched (if applicable), at this warehouse/storage location prior to delivery to SBBC sites.

5.6.2 Awardee confirms that items ordered on the Purchase Order matches physical items received (i.e. Model Number).

5.6.3 The operating system installed in accordance with SBBC's Microsoft 365 A3 Agreement. All 3rd-party software included on the image is also in compliance with all SBBC licensing agreements. Awardee, in fulfilling this bid requirement, shall not cause SBBC to violate any copyright provisions for software furnished to SBBC.

5.6.4 SBBC creates an image and provides the Awardee with multiple hardware independent images that are used across the SBBC Standard Product line.

5.6.5 Within four days of receipt of the computing devices from the manufacturer, the deployment vendor provides on-site delivery of the product and installation at no additional cost to the receiving SBBC site.

5.6.6 Imaging, provisioning and laser etching (if applicable), etching design includes logo and a minimum of three lines of text, covering at least 75% of the top cover unless otherwise specified by SBBC.

5.6.7 Verification of the proper laser etch image (if applicable) applied to device will be based on whether devices are Project or Non-Project.

5.6.8 Awardee applies laser etching (if applicable) based on digital files provided by SBBC to laptops and hybrid only (desktops are not laser etched).

5.6.9 Windows computer devices are imaged and provisioned specific to the school's network credentials prior to final delivery from warehouse to SBBC site.

5.6.10 Installation must be consistent with the procedures described in the product manual and must conform to the installation procedures or specifications provided by SBBC at time of installation.

5.6.11 Once imaging, provisioning and laser etching is complete, device is returned into original boxes making sure that serial number on the box matches the serial number of the device.

5.6.12 Laptops or Hybrids purchased for a cart are placed into the cart for safe transport to SBBC site.

5.6.13 When carts are purchased with devices, power adapters are securely fastened and professionally routed in the cart for convenient access when charging the devices.

5.6.14 Laptops or Hybrids purchased for a cart are placed into the cart for safe transport to SBBC site.

5.6.15 Awardee maintains a library of all SBBC images developed by SBBC during the term of this bid.

5.7 Configure Laptops and Hybrid Cart/Tray/Cabinet – Awardee completes the following at warehouse prior to delivery to SBBC Site:

5.7.1 Carts ordered from the Technology Computing Devices Bid require power adapters for laptops or hybrid to be securely wired into carts. Upon completion of cart wiring, place laptops or hybrid into carts in preparation for transport to SBBC site.

5.7.2 Record cart inventory on Proof of Delivery Sheet.

5.8 DELIVERY TO SBBC SITE: Awardee provides inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is: Awardee retains title and control of goods and is responsible for the

risk of transportation. Title passes to buyer upon delivery to the site/school.

5.8.1 Awardee provides flexible delivery and/or storage options, at no additional cost, including, but not limited to, mutually agreeable extended delivery hours, order consolidation, custom palletization.

5.8.2 Shipping options shall allow for multiple addresses, and multiple locations for each address, on one or multiple purchase orders.

5.8.3 Awardee must have a box truck with lift gate capabilities.

5.8.4 In some cases, the Awardee shall configure pre-existing carts, with pricing based on the number of devices to be placed within the cart.

5.8.5 Awardee is responsible for the product until delivered to SBBC sites.

5.8.6 SBBC retains the right to refuse delivery of any damaged packaging resulting from reasonable cause of shipping. Product delivery must be scheduled when the school/center/department is open Monday through Friday 8:00 a.m. to 4:00 p.m. Eastern Standard Time (EST). Therefore, all deliveries shall be between 8:00 a.m. and 4:00 p.m. EST on business days excluding legal holidays or days during which SBBC is closed. Delivery shall not be performed on weekends or during designated SBBC holidays unless pre-arranged with school or site.

5.8.7 Payment to Awardee will not be made until all items on the Proof of Delivery Sheet in the Proposer Information Packet (PIP) have been fulfilled. Neither the Awardee, nor its employees will initiate contact with persons at the SBBC site for the purposes of obtaining payment or the approval of payment.

5.9 General Onsite Installation and Systems Integration Procedures – Laptops, Hybrids and Desktops:

5.9.1 SBBC will provide the Awardee with the most current PIP including installation specifications to be used when installing product. Refer to section 5.13 for a sample of PIP that will be provided by SBBC at time of evaluation.

5.9.2 Awardee unpacks and installs peripherals, including but not limited to the mouse, keyboard, monitor, docking solution if ordered, and external speakers in areas specified by each site.

5.9.3 Once verified, place laptops/desktops in carts or boxes as required.

5.9.4 Awardee delivers desktop, laptops, hybrid or carts into their corresponding office, classroom or as specified by the location administrator.

5.9.5 Awardee is responsible for configuring pre-existing carts not purchased on the Technology Computing Devices Proposal and is asked to provide pricing on the Bid Summary Sheet.

5.9.5.1 For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrid.

5.9.6 Awardee must verify network connectivity for all devices by powering each unit on, and the device boots to Broward School's login, then verify the computer name is correct for that school.

5.9.7 In the case where the computer does NOT boot to the Broward Schools login, it is the Awardee's responsibility to re-provision the unit. Provisioning script and installation vendor login will be provided to the installation vendor by SBBC.

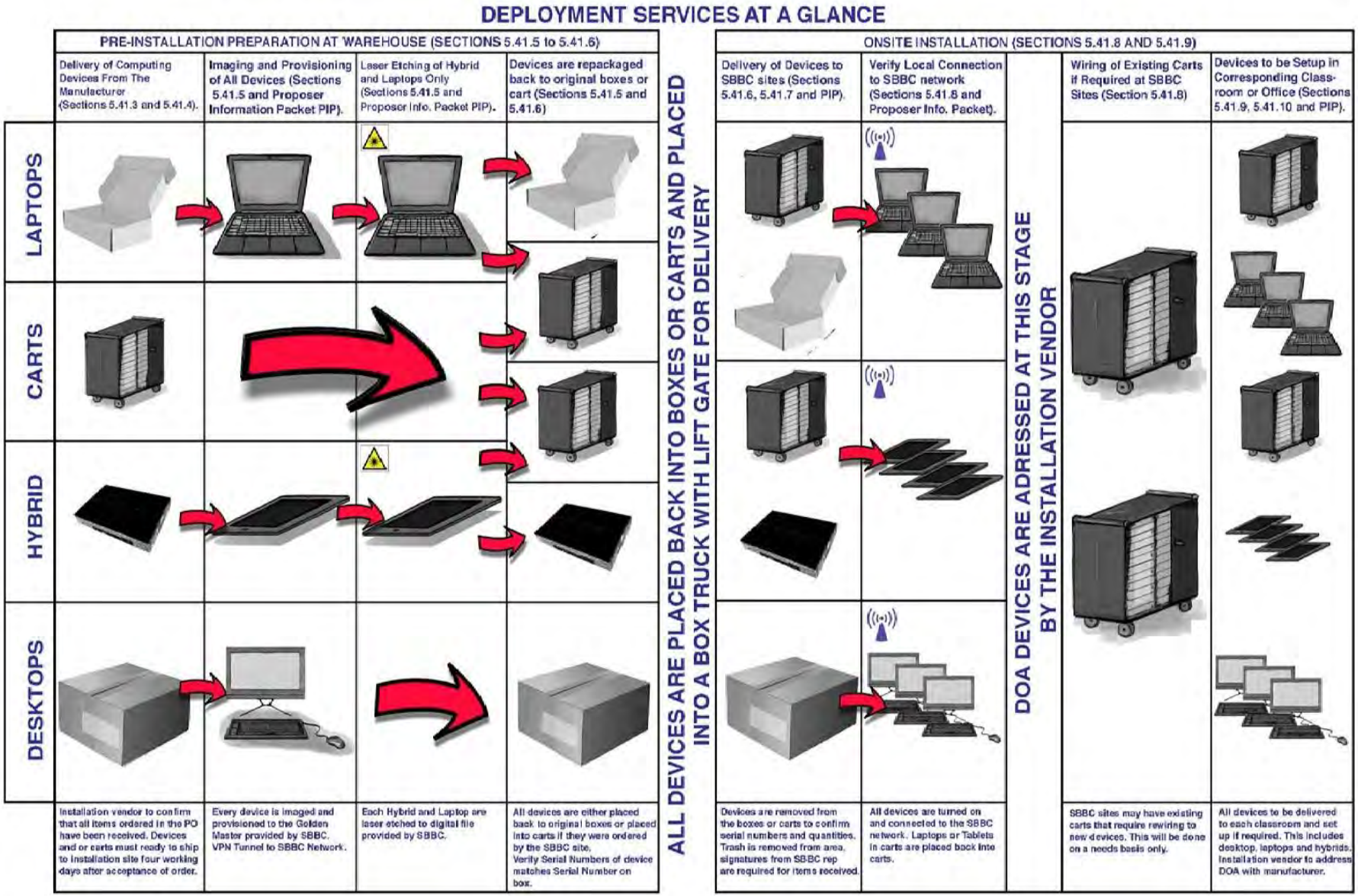
5.9.8 Awardee is responsible for breaking down and discarding all boxes and packing materials to an area designated by location administrator.

5.9.9 Awardee provides an electronic record of inventory as required by SBBC.

5.9.10 Awardee sends a copy of the Proof of Delivery Sheet to IT upon completion of delivery and installation.

5.10 VERIFICATION OF ONSITE INSTALLATION: Awardee provides the means by which SBBC personnel can randomly verify the content of the installed devices to ensure compliance with this bid. Items to be checked/inventoried include, but are not limited to: the computer specifications.

5.11 PROOF OF DELIVERY (POD) DOCUMENTATION: Awardee shall attach all packing slips/PODs to the OUTSIDE of each shipment. Failure to provide packing slip/POD attached to the outside of shipment may result in refusal of shipment at Awardee's expense. At a minimum, packing slip/POD shall reference: Purchase Order number; a complete listing of items delivered listing all serial numbers associated with each item; a listing of all back-ordered items. A separate electronic copy of the school packing slip in a format that can be uploaded to SAP (i.e. Excel), including the serial numbers, must also be forwarded to IT within 24 hours of delivery. In addition, all serial numbers must be included on invoices submitted to SBBC for payment. This process will be in accordance with the Proposer Information Package.


DEPLOYMENT SERVICES AT A GLANCE
PRE-INSTALLATION PREPARATION AT WAREHOUSE (SECTIONS 5.41.5 to 5.41.6)
ONSITE INSTALLATION (SECTIONS 5.41.8 AND 5.41.9)
Delivery of Computing Devices From The Manufacturer (Sections 5.41.3 and 5.41.4).
Imaging and Provisioning of All Devices (Sections 5.41.5 and Proposer Information Packet PIP).
Laser Etching of Hybrid and Laptops Only (Sections 5.41.5 and Proposer Info. Packet PIP).
Devices are repackaged back to original boxes or cart (Sections 5.41.5 and 5.41.6)
Delivery of Devices to SBBC sites (Sections 5.41.6, 5.41.7 and PIP).
Verify Local Connection to SBBC network (Sections 5.41.8 and Proposer Info. Packet).
Wiring of Existing Carts if Required at SBBC Sites (Section 5.41.8)
Devices to be Setup in Corresponding Classroom or Office (Sections 5.41.9, 5.41.10 and PIP).
LAPTOPS
CARTS
HYBRID
DESKTOPS
ALL DEVICES ARE PLACED BACK INTO BOXES OR CARTS AND PLACED INTO A BOX TRUCK WITH LIFT GATE FOR DELIVERY
DOA DEVICES ARE ADRESSED AT THIS STAGE BY THE INSTALLATION VENDOR
Installation vendor to confirm that all items ordered in the PO have been received. Devices and or carts must ready to ship to installation site four working days after acceptance of order.
Every device is imaged and provisioned to the Golden Master provided by SBBC. VPN Tunnel to SBBC Network.
Each Hybrid and Laptop are laser etched to digital file provided by SBBC.
All devices are either placed back to original boxes or placed into carts if they were ordered by the SBBC site. Verify Serial Numbers of device matches Serial Number on box.
Devices are removed from the boxes or carts to confirm serial numbers and quantities. Trash is removed from area, signatures from SBBC rep are required for items received.
All devices are turned on and connected to the SBBC network. Laptops or Tablets in carts are placed back into carts.
SBBC sites may have existing carts that require rewiring to new devices. This will be done on a needs basis only.
All devices to be delivered to each classroom and set up if required. This includes desktop, laptops and hybrids. Installation vendor to address DOA with manufacturer.

5.12 Proposer Information Packet (PIP) Classroom Technology and Desktop Support Services Team Windows 10 Installation. The Proposer Information Packet (PIP) contains the following Documents: Windows computer installation process, Deliver/Installation to SBBC location, Sign-offs, Computer naming instructions.

Product: Windows Laptops, Desktops, & Hybrid

Version: Windows 10

Subject: Proposer Information Packet (PIP) This packet contains information as described in SBBC of Broward County Bid/Proposal document under which the Proposer has been awarded. All windows computer installations at School Board of Broward County, Florida (SBBC) locations must be installed according to the documents included in this packet. Information contained within this packet is subject to change. Any changes made to the content of this packet will be forwarded to all involved parties one week prior to the intended effective date via facsimile, SBBC Pony system, and/or U.S. Mail. The information in this packet is intended as guide material only. The AWARDEE's installation personnel must be qualified to install and operate the hardware and operating systems for every device model being sold to SBBC by the manufacturer as stated in the Bid/Proposal documentation. SBBC personnel will not assist in the installation of hardware or software. The warranty period, as specified in the Bid/Proposal document, will begin on the date of successful delivery at SBBC location, which will be indicated on the Equipment Installation Sheet.

Windows Computer Installation Process Awardee is responsible to include laser etching, imaging with an SBBC provided image, provisioning devices to SBBC site specific network, delivery to school/district location, verification of serial numbers, computer functionality, and packaging material cleanup.

The device manufacturer will provide SBBC with a seed unit and product drivers within two weeks of product changes. SBBC will then create an image and provide the Awardee with a hardware independent image that can be used across the SBBC Standard Product line.

5.13 DEVICE IMAGING

5.13.1 SBBC provides a modified image of our reference machine and uploads it to the Awardee's FTP site.

5.13.2 Awardee deploys the appropriate image on a device and manually "injects" the drivers to the imaged device before it's booted.

5.13.3 Image Deployment

5.13.4 A direct VPN tunnel is required to SBBC network from Installation vendor location. SBBC will work with Awardee to configure this process.

5.13.5 When devices are delivered to Awardee's location, Awardee images and laser etches (if applicable) with SBBC provided digital files.

5.13.6 Once device is etched, Awardee runs first boot. Awardee is then prompted by a provisioning application that asks for the computer name and computer type (Staff/Student).

5.13.7 Awardee's Project Manager is responsible for obtaining computer names from the SBBC site receiving the computers

5.13.8 If a laptop/hybrid cart is included in the purchase, Awardee wires the power adapter in the cart and securely place the devices in the cart prior to delivery.

5.13.9 The provisioning application completes the installation by automating the steps below. During provisioning the following components are completed:

5.13.9.1 Activation of Windows installation

5.13.9.2 Activation of Office installation

5.13.9.3 Configuring power management

5.13.9.4 Configuring local administrator name/password Configuration of wireless network profile

5.14 DELIVERY / INSTALLATION TO SBBC LOCATIONS:

5.14.1 Awardee is responsible for providing to IT an electronic copy (.xlsx) of the Proof of Delivery (POD) showing all the serial numbers at a maximum of 2 days AFTER delivery to SBBC site location. This must also include a PDF with signatures from the site's administrator/director or designee.

5.14.2 When the Awardee at the SBBC location, the location administrator or designee directs the installation team to designated room(s) for equipment installation/verification and sign off process and will ensure access to the designated room(s). The workspace provided to the Awardee shall be quiet and private, as not to interrupt the daily learning activities of the school and students.

5.14.3 The Awardee is responsible for removing all documentation, software and manuals from boxes and placing them in an area designated by the location administrator.

5.14.4 When delivering desktops and laptops/hybrid with docking solutions, keyboard, mouse, and monitor, Awardee must perform setup.

5.14.5 When delivering laptops/hybrid in carts the cart will be securely fastened in transport vehicle.

5.14.6 For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrid. SBBC will evaluate a sample of an initial wired cart completed by vendor before commencing with deployment of carts to ensure it meets SBBC's standard of quality. This will be done for every cart type and model during the life of this contract.

5.14.7 For Project Based deliveries, a representative for the Awardee, a school representative and IT will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD).

5.14.8 For Non-Project Based deliveries, a representative for the Awardee and a school representative will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD).

5.15 SIGN-OFFS

5.15.1 Awardee provides the school/department with a Proof of Delivery (POD)

5.15.2 When all serial numbers have been verified, any Dead-On Arrival (DOA) units have been identified and any additional notes are completed, the three representatives will sign and date (in BLUE ink) the POD and all parties will retain a copy. The Awardee will retain the Original signed copy.

5.15.3 Awardee's Project Manager is responsible to coordinate with the manufacturer any DOA replacements.

5.15.4 Awardee is responsible to electronically scan the signed POD and send a copy to IT along with an .xlsx file of the serial numbers.

5.16 COMPUTER NAMING INSTRUCTIONS. In this document, the following terms and their respective meanings are used:
(a) location = the location number of school or department
(b) project type = acronym of special project type (if applicable)
(c) room = the FISH number of the room in which the device is located
(d) device = the sequential number of the computer being named. Ex. 01 is the first computer, 02 is the second computer, and so on.

5.16.1 Complete names must be limited to a maximum of 15 characters.

5.16.2 Non-Project based computer naming = Refers to devices that are purchased by individual schools.

5.16.2.1 Desktop Workstations Location#-room-device (e.g., 0011-201-D01)

5.16.2.2 Wireless Carts Location#-Cxx-device (xx is the cart number) (e.g. 0011-C02-09, 0011-C02-10)

5.16.2.3 Student Laptops Location#-room-L# (e.g., 0011-201-L01, 0011-201-L02, etc.)

5.16.2.4 Teacher Laptops Location#-room-T# (e.g., 0011-201-T1, 0011-201-T2, etc.)

5.16.2.5 Project based computer naming = Refers to devices that are purchased as a project. IT will provide the naming conventions.

5.16.2.6 Special Projects – Naming convention may vary, IT will provide necessary information (e.g., SMART or Digital 5 funded projects) Location#-SM#-L# (0241-SM124-L01 etc.); Digital 5, Location-SMD5 FISH#-

S# (2261-SMD5123-S02).

5.16.2.7 Location Numbers may be obtained from the site's Technology Liaison Contact (TLC), bookkeeper or office manager.

SECTION 6 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. General Liability. Limits not less than $2,000,000 per occurrence for Bodily Injury/ Property Damage; $4,000,000 General Aggregate. Limits not less than $4,000,000 for Products/Completed Operations Aggregate.

2. Professional Liability/Errors & Omissions. Awardee shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $2,000,000 per occurrence covering services provided under this Agreement. Vendor must maintain $4,000,000 aggregate until the end of the warranty period.

3. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

4. Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

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

5. Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. Verification of Coverage Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

7. Cancellation of Insurance. Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

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

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SECTION 7 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

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

Nondiscrimination:
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As part of its response, the Bidder shall provide SBBC with a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Bidder discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

The Affirmative Procurement Initiative (APIs) for this solicitation are applied to both groups:

Group 1 and 2: Voluntary S/M/WBE Distributorship Development Program.

Group 3: The SMWBE Subcontracting Program For Professional Services

An SMWBE Subcontracting Goal of ten percent (10%) is established for this solicitation. Prime bidders if awarded shall commit to subcontracting ten percent (10%) of the total contract value (Group 3) to a SBBC Certified SMWBE.

Voluntary S/M/WBE Distributorship Development Program. Based on Policy 3330, page 40, section #6 item c. Under Commodities Program Elements: Voluntary S/M/WBE Voluntary Distributorship Development Program has initially been established to encourage manufacturers to establish authorized dealerships or distributorships with S/M/WBE suppliers of their products on a non-discriminatory basis.

The SBBC encourages manufacturers to establish authorized dealerships or distributorships with S/M/WBE suppliers of their products on a non-discriminatory basis.

The S/M/WBE distributorship shall perform a commercially useful function on behalf of the SBBC prior to exercising each additional option year under the contract or may accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices. Please go to the following link to view the current list of SBBC-Certified firms: https://www.browardschools.com/Page/32119

The SMWBE Subcontracting Program For Professional Services. An SMWBE Subcontracting Goal of Ten (10%) is established for this solicitation. Prime bidders if awarded shall commit to subcontracting Ten (10%) of the total contract value to a SBBC Certified SMWBE.

Based on Policy 3330, page 35, section #4 item c. Under Race-Conscious – Professional Services Program Elements, the SMWBE Subcontracting Program For Professional Services: Under this program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract be subcontracted to eligible SMWBEs.

The Bidder must indicate the extent and nature of the SMWBE work with specificity, as described in this solicitation, by completing the *Form 00470* and *Form 00475* (see Attachment A). *The Statement of Intent submitted with the proposal reflects the intent to subcontract SMWBE firms. Additionally, it will detail the scope of work and dollar amount to perform for each Subconsultant/Subcontractor.* If the bidder is unable to

meet the SMWBE participation Goal, the bidder should include in its solicitation submittal an SMWBE Participation Good Faith Effort Form and all the required supporting information (see Attachment A). If Bidder is SBBC Certified SMWBE Firm with intent to self-perform, Bidder must identify itself as an SMWBE by completing the *Form 00475.*

Awardee committing to SMWBE subcontracting participation will be required to submit an SMWBE Monthly Subconsultant/Subcontractor Utilization Report (Utilization Report) (see Attachment A) using the Supplier Management System (SMS) which will track payments to SMWBEs. The Bidder must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at browardschools.com/Page/32544.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: browardschools.com/Page/46981.

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SECTION 8 – GENERAL CONDITIONS

1. SEALED BID REQUIREMENTS: The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.

   a) **BIDDER'S RESPONSI**BILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) BID SUBMITTED: Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services on or before 2:00 p.m. ET on the date due for bid to be considered. Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) EXECUTION OF BID: Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

   d) BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT **THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE** CONSIDERED FOR AWARD. The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected.

2. PRICES QUOTED: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s). If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) TAXES: SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) MISTAKES: Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES**: Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS**: Bid conditions and specifications shall not be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. DELIVERY: All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. INTERPRETATIONS: Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than ten working days, or as stated in the Special Conditions, prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. AWARDS: In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. BID OPENING: Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. ADVERTISING: In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. PAYMENT: Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. INSURANCE: Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the Agreement.

13. LICENSES, CERTIFICATIONS, AND REGISTRATIONS: As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. OSHA: The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of agreement.

16. SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. ANTI-DISCRIMINATION: SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. QUALITY: All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. LIABILITY INSURANCE, LICENSES AND PERMITS: Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE: Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. CANCELLATION: In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. IRREVOCABILITY OF BID: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. INFORMATION NOT IN ITB: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. BILLING INSTRUCTIONS: Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE: Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.

27. SUBSTITUTIONS: SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. FACILITIES: SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. ASBESTOS AND FORMALDEHYDE STATEMENT: All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos-free shall be supplied.

30. ASSIGNMENT: Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. EXTENSION: In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. OMISSION FROM THE SPECIFICATIONS: The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

33. SUBMITTAL OF INVOICES: All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. PURCHASE AGREEMENT: This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. SBBC INFORMATION SECURITY GUIDELINES: It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

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

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

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

    Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. **(continued….)**

37. (Continued):
    Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. SUBMITTAL OF BIDS: All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. PACKING SLIPS: It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. USE OF OTHER AGREEMENTS: SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-**responsive."**
    a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

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

42. PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. GOVERNING LAW: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. 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 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 [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

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

CERTIFICATION

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

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

46. REASONABLE ACCOMMODATION: Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

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

48. DISTRIBUTION: DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. LOBBYIST ACTIVITIES: In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. TIE BID PROCEDURES: When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The School Board of Broward County, Florida, M/WBE certified vendor;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS. This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. DISPUTES: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

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

52. MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION: SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. For information on M/WBE **Certification, contact SBBC's Supplier Diversit**y & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.

53. SBBC MATERIAL NUMBER: The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. SBBC PHOTO IDENTIFICATION BADGE:

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the Agreement to SBBC, and who meet any or all of the three requirements identified above. This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website. A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of an Agreement Awardee. Applicant enrollment and scheduling website is www.fieldprintflorida.com. The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.

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

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

56. ORIGINAL DOCUMENT FORMAT: Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. CREDIT CARDS: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. (continued….)

57. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. NONCONFORMANCE TO AGREEMENT CONDITIONS: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
   a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

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

60. TERMINATION: This ITB award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the ITB award.

61. EVALUATION AND BIDS: SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. MEET OR RELEASE: If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

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

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any contract with Awardee.*

64. PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

    Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

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

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

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

67. NONDISCRIMINATION: As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

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

68. ANNUAL APPROPRIATION: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

69. EXCESS FUNDS: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

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

71. NO THIRD PARTY BENEFICIARIES: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.

72. DEFAULT: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.

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

74. RIGHTS AND REMEDIES: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

SECTION 9 – FORMS AND ATTACHMENTS

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

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ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

The following forms are due at the time of Bid submittal and can be found on EDDC's website (links below).

Doc. 00467 – SDOP Guidlines
Document Link:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00467%20SDOP%20Guidelines.pdf

Document Preview:

ATTACHMENT A

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

Document 00467: Supplier Diversity Outreach Program Guidelines

General:

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

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

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

Information:

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

Monthly Utilization Report:

Document Link:

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

Document Preview:

Established 1915
BROWARD
County Public Schools

Economic Development & Diversity Compliance

MONTHLY UTILIZATION REPORT (MUR)

REPORTING REQUIREMENTS

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

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

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

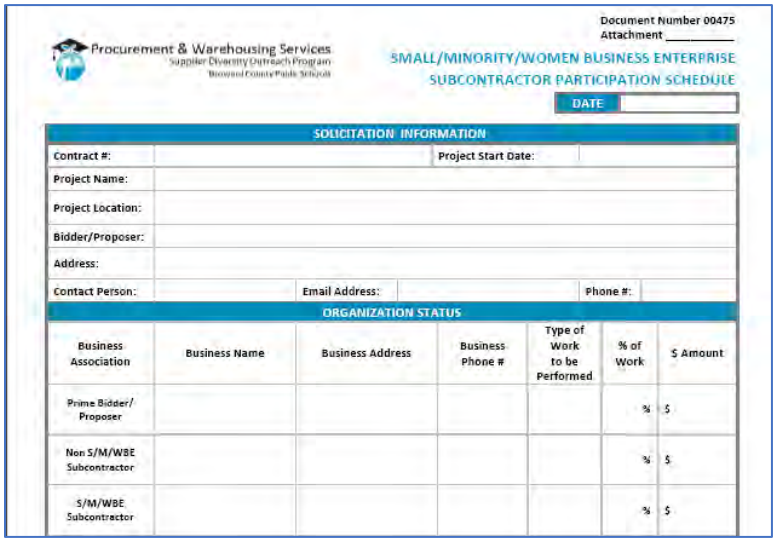
Monthly Utilization Reports are due on the first of the month. After two weeks, the system will no longer be open – for that reporting period – and a request must be submitted to the EDDC Business Intelligence & Process Management Team at eddcbiteam@browardschools.com.

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

You may also access the certified S/M/WBE directory at browardschools.com/SDOP.

1. FORM 00475 - PARTICIPATION SCHEDULE FORM

Document Link:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf
Document Preview



Document Number 00475
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION

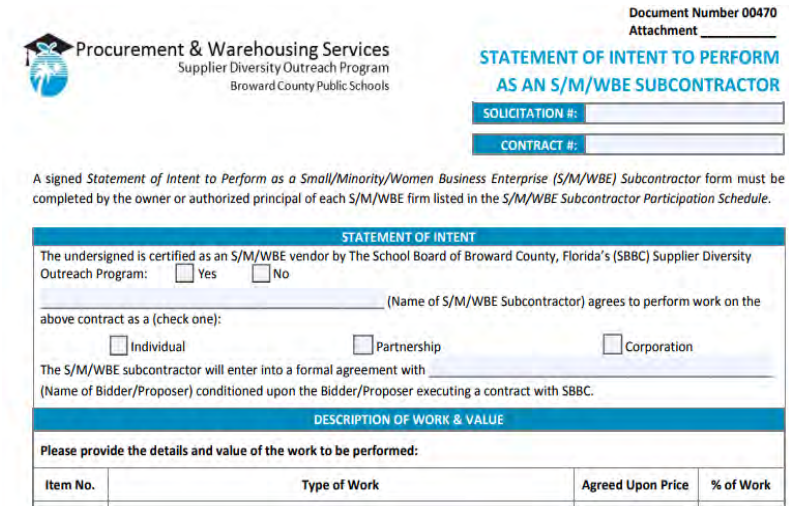
Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			
Address:			
Contact Person:	Email Address:	Phone #:	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	$ Amount
Prime Bidder/ Proposer					%	$
Non S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$

2. FORM 00470

Document Link:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf
Document Preview:



Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

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

SOLICITATION #:

CONTRACT #:

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

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☐ Yes ☐ No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☐ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

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

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

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

Check one of the following and sign:

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

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

_____ Signature

_____ Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

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

_____ _____
Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

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

ATTACHMENT D – DRUG FREE WORK PLACE

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

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

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

by _____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall 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 shall abide by the terms of the statement and shall 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. Shall 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. I 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: _____

_____
(Type of Identification)

My commission expires: _____

_____
(Printed name of notary public)

_____
(seal/stamp above)

(Notary Public Signature)

ATTACHMENT E – **WORKERS' COMPE**NSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

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

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT F – MAILING LABEL

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

FROM: _____
(Company Name)

TO:

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

ATTN: Ernesto Perez
BID: ITB24-236 –
Technology Computing Devices, Accessories, and Deployment Services

ATTACHMENT G – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Vendor Name: _____

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

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

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

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

SECTION 10 **– STATEMENT OF "NO BID"**

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

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

This information shall help SBBC in the preparation of future Bids.

Company Name:_____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	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 Invitation to Bid.
☐	Unable to hold prices firm through the term of the Agreement period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

OIG 25-020-M

COMPOSITE EXHIBIT 7

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #: ITB24-236

Tentative Board Meeting Date*: 12/12/2023

ITB Title: Technology Computing Devices, Accessories, and Deployment Services

Notified: 436

Downloaded: 86

of Responses Rec'd: 9

of "No Bids": 2

For: Information Technology (School/Department)

ITB Opening Date : 10/24/2023

Fund: Department Operating Budget

Advertised Date: 10/04/2023

POSTING OF AWARD RECOMMENDATION: ITB24-236 Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **10/30/2023 @ 3:30 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

AWARD RECOMMENDATION

ITB24-236 - Technology, Computing Devices, Access, & Deployment - Group 1 - LAPTOPS	
Vendor Name	**Total Price**
HP, Inc, dba HP Computing and Printing Inc.	$40,381,650.00 (Primary)
Lenovo (United States) Inc.	$40,530,000.00 (1st Alternate)
Sharp Electronics Corporation	$49,382,000.00 (2nd Alternate)

ITB24-236 - Technology, Computing Devices, Access, & Deployment - Group 2 - DESKTOPS	
Vendor Name	**Total Price**
HP, Inc, dba HP Computing and Printing Inc.	$9,171,050.00 (Primary)
Lenovo (United States) Inc.	$9,345,000.00 (1st Alternate)
Ciara Technologies USA Inc.	$9,915,500.00 (2nd Alternate)

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

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB24-236 - Technology, Computing Devices, Access, & Deployment - Group 3 - DEPLOYMENT

Vendor Name	Total Price
Arey Jones Educational Solutions	$262,110.00 (Primary)
iPhone and iPad Warehouse	$371,880.00 (1st Alternate)
Acer Archangel Education + Technology	$431,000.00 (2nd Alternate)
United Data Technologies, Inc. - DBA UDT	$506,750.00 (3rd Alternate)

PRICING:

Product	Description	Qty	HP, Inc, dba HP Computing and Printing Inc.				Lenovo (United States) Inc.				Sharp Electronics Corporation			
			List Price	SBBC Price	Ext SBBC Price	Discount off List	List Price	SBBC Price	Ext SBBC Price	Discount off List	List Price	SBBC Price	Ext SBBC Price	Discount off List
Group 1														
1A	STUDENT LAPTOP CELERON (NON-TOUCH)	20000	$510.00	$256.50	$5,130,000.00	50%	$1,015.00	$199.00	$3,980,000.00	80%	$369.99	$258.00	$5,160,000.00	30%
1B	STUDENT LAPTOP CELERON (TOUCH)	30000	$894.00	$319.63	$9,588,900.00	64%	$1,205.00	$244.00	$7,320,000.00	80%	$389.99	$273.00	$8,190,000.00	30%
1C	LAPTOP i3 (NON-TOUCH)	20000	$1,016.02	$354.50	$7,090,000.00	65%	$1,902.00	$396.00	$7,920,000.00	79%	$1,147.00	$469.00	$9,380,000.00	59%
1D	LAPTOP i3 (TOUCH)	30000	$1,076.02	$370.50	$11,115,000.00	66%	$2,002.00	$427.00	$12,810,000.00	79%	$1,232.00	$516.00	$15,480,000.00	58%
1E	LAPTOP i5 (NON-TOUCH)	2500	$1,378.02	$417.50	$1,043,750.00	70%	$2,062.00	$512.00	$1,280,000.00	75%	$1,427.00	$648.00	$1,620,000.00	55%
1F	LAPTOP i5 (TOUCH)	6000	$1,438.02	$433.50	$2,601,000.00	70%	$2,162.00	$547.00	$3,282,000.00	75%	$1,512.00	$689.00	$4,134,000.00	54%
1G	LAPTOP i7 (NON-TOUCH)	2000	$1,567.02	$516.50	$1,033,000.00	67%	$2,192.00	$612.00	$1,224,000.00	72%	$1,532.00	$800.00	$1,600,000.00	48%
1H	LAPTOP i7 (TOUCH)	2000	$1,627.02	$532.50	$1,065,000.00	67%	$2,292.00	$657.00	$1,314,000.00	71%	$1,617.00	$845.00	$1,690,000.00	48%
1I	LAPTOP i7 ULTRA-LIGHT WEIGHT / CONVERTIBLE (TOUCH)	2000	$2,336.00	$857.50	$1,715,000.00	63%	$2,055.00	$700.00	$1,400,000.00	66%	$2,075.00	$1,064.00	$2,128,000.00	49%
Group 1 Subtotal					**$40,381,650.00**	**65%**			**$40,530,000.00**	**75%**			**$49,382,000.00**	**48%**

Product	Description	Qty	Ciara Technologies USA Inc.				HP, Inc, dba HP Computing and Printing Inc.				Lenovo (United States) Inc.			
			List Price	SBBC Price	Ext SBBC Price	Discount off List	List Price	SBBC Price	Ext SBBC Price	Discount off List	List Price	SBBC Price	Ext SBBC Price	Discount off List
Group 2														
2A	SMALL FORM FACTOR DESKTOP i5	2500	$575.00	$505.00	$1,262,500.00	12%	$1,446.00	$471.17	$1,177,925.00	67%	$1,893.00	$475.00	$1,187,500.00	75%
2B	SMALL FORM FACTOR DESKTOP i7	2500	$810.00	$710.00	$1,775,000.00	12%	$1,880.00	$630.17	$1,575,425.00	66%	$2,528.00	$715.00	$1,787,500.00	72%
2C	ALL-IN-ONE DESKTOP i5	2000	$805.00	$707.00	$1,414,000.00	12%	$1,801.00	$670.17	$1,340,340.00	63%	$2,409.00	$695.00	$1,390,000.00	71%
2D	ALL-IN-ONE DESKTOP i7	2000	$1,125.00	$985.00	$1,970,000.00	12%	$2,853.00	$1,081.17	$2,162,340.00	62%	$3,009.00	$920.00	$1,840,000.00	69%
2E	MINI / TINY / MICRO DESKTOP i3	2000	$487.00	$427.00	$854,000.00	12%	$1,196.00	$389.17	$778,340.00	67%	$1,543.00	$365.00	$730,000.00	76%
2F	MINI / TINY / MICRO DESKTOP i5	2000	$625.00	$547.00	$1,094,000.00	12%	$1,426.00	$446.17	$892,340.00	69%	$1,748.00	$480.00	$960,000.00	73%
2G	MINI / TINY / MICRO DESKTOP i7	2000	$880.00	$773.00	$1,546,000.00	12%	$1,882.00	$622.17	$1,244,340.00	67%	$2,508.00	$725.00	$1,450,000.00	71%
Group 2 Subtotal					**$9,915,500.00**	**12%**			**$9,171,050.00**	**66%**			**$9,345,000.00**	**72%**

Product	Description	Qty	Acer Archangel Education + Technology		Arey Jones Educational Solutions		iPhone and iPad Warehouse		United Data Technologies, Inc. - DBA UDT	
			Price per Unit	Extended Price	Price per Unit	Extended Price	Price per Unit	Extended Price	Price per Unit	Extended Price
Material Number	**DEVICE NAME**	**QTY**	**Price per Unit**	**Extended Price**	**Price per Unit**	**Extended Price**	**Price per Unit**	**Extended Price**	**Price per Unit**	**Extended Price**
6006690	Laptop Etching, Delivery & Deployment (EACH)	50000	$8.00	$400,000.00	$4.69	$234,500.00	$6.88	$344,000.00	$9.06	$453,000.00
6006691	Desktop Delivery & Deployment (EACH)	2500	$8.00	$20,000.00	$5.69	$14,225.00	$3.50	$8,750.00	$12.21	$30,525.00
6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	1500	$0.00	$0.00	$2.25	$3,375.00	$3.50	$5,250.00	$3.53	$5,295.00
6006693	Tablet Etching, Delivery & Deployment (EACH)	1000	$8.00	$8,000.00	$5.11	$5,110.00	$6.88	$6,880.00	$9.91	$9,910.00
6006694	Existing Laptop Cart Wiring (PER LAPTOP)	1000	$1.50	$1,500.00	$2.45	$2,450.00	$3.50	$3,500.00	$4.01	$4,010.00
6006695	Existing Tablet Cart Wiring (PER TABLET)	1000	$1.50	$1,500.00	$2.45	$2,450.00	$3.50	$3,500.00	$4.01	$4,010.00
Group 3 Subtotal				**$431,000.00**		**$262,110.00**		**$371,880.00**		**$506,750.00**

By: *Ernesto Perez* Date: 10/30/2023

(Purchasing Agent)

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

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

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB24-236	Tentative Board Meeting Date*:	12/12/2023		
ITB Title:	Technology Computing Devices, Accessories, and Deployment Services	# Notified:	436	# Downloaded:	86
		# of Responses Rec'd:	9	# of "No Bids":	2
For:	Information Technology (School/Department)	ITB Opening Date :	10/24/2023		
Fund:	Department Operating Budget	Advertised Date:	10/04/2023		

POSTING OF AWARD RECOMMENDATION: ITB24-236 Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **11/16/2023 @ 5:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

REVISED AWARD RECOMMENDATION

In accordance with Section 6A-1.012(12)(C), Florida Administrative Code, and Part II, Section D (1) of Purchasing Policy 3320 and Section 8, General Condition 6 (2) of ITB24-236: "In the best interest of the School Board of Broward County, Florida (SBBC), the School Board reserves the right to reject any or all bids received when there are sound documented business reasons that serve the best interests of SBBC.

It is recommended pursuant to Section 6A-1.012(12)(c), F.A.C., that all proposals be rejected. This solicitation will be rebid with revised bid specifications, in accordance with School Board policies and procedures.

By: *Ernesto Perez* Date: 11/16/2023

(Purchasing Agent)

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

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

OIG 25-020-M

EXHIBIT 8

Lenovo.com

8001 Development Drive
Morrisville, NC 27560

11-10-2023

Mary Catherine Coker
Director, Procurement & Warehousing Services
Broward County Public Schools
7720 W. Oakland Park Boulevard
Sunrise, FL 33351

RE: ITB24-236 – Technology Computing Devices, Accessories and Deployment Services (ITB)

Dear Ms. Coker:

Thank you for allowing Lenovo (United States) Inc. (Lenovo) the opportunity to discuss our concerns relating to the School Board of Broward County's (SBBC) intended contract award to ITB24-236. This letter is in response to your letter from November 6, 2023.

Lenovo prefers not to pursue a protest with SBBC. Instead, we hope to reach an amicable resolution with the School Board without such litigation. Lenovo would like to request a virtual meeting during the morning of November 14th to discuss our concerns, which are described below.

Lenovo's goal is to provide the School Board with insight into the concerns that it would otherwise raise in the formal protest process. Upon referral to the Division of Administrative Hearings, the School Board would hopefully reconsider its intended award of the Group 1 – Laptops contract to HP and agree that a final award to HP would not survive an administrative law judge's scrutiny.

Florida public agencies like the School Board have considerable discretion in evaluating bids and awarding contracts, but that discretion is not unfettered. We're certain of the School Board's awareness that an agency is constrained by its drafted and published solicitation, as well as by Florida's competitive bidding laws. A public agency is required to interpret its own solicitation consistently with the solicitation's plain and unambiguous language. Based on Lenovo's interpretation according to the language of ITB24-236, Procurement makes clear that HP submitted a nonresponsive bid for Group 1 and therefore is ineligible for award of the Group 1 – Laptops contract.

ITB24-236 sought bids for three groups, with laptops specified for Group 1. For Group 1, the ITB required each bidder to provide the specifications of each device bid. The ITB's language plainly states that "**[i]n the event that any item in the group does not meet specifications, the entire group shall be disqualified**." ITB Section 3.6. It also reiterates this rule: "[I]t is necessary to bid on every item in the group; **all items in the group must meet specifications…in order to have the bid considered for award**." ITB Section 3.9.

For Item 1I – Laptop i7 Ultra-Light Weight/Convertible (Touch), ITB24-236 specified that the device be upgradeable to increased memory after purchase, with "RAM Expandable" of at least 32 GB. The ITB defines *Computer Upgrade (or downgrade)* as follows: "An upgrade (downgrade) is changing an existing component already existing in the standard configuration to improve (or reduce) performance. For Example: Upgrade from 4gb of RAM to 8gb of RAM; Downgrade from 8gb of RAM to 4gb RAM." ITB Section 4.1.3.

To further clarify bidders beyond any confusion about this upgradeable-memory requirement, the School Board's response to bidder question #42 restated and confirmed that:

> QUESTION #42: Newer 13" and smaller devices are typically found with soldered memory. Is the reference to expandable memory the ability to upgrade the device after deployment, or have an alternative configuration option from the factory?
>
> ANSWER TO QUESTION #42: **We accept soldered memory on items 1A and 1B. On all other devices, there must also be an expansion slot available to add additional memory after purchase.**

In summary, the School Board warned bidders for ITB24-236 that offering soldered memory—which is permanent, not changeable—for Item 1I would be contrary to the ITB specifications and that by including soldered, non-upgradeable memory for Item 1I, a bidder "shall be disqualified."

Upon review, it has been noticed that HP offered "Maximum Memory 32 GB DDR4-3200 MHz RAM (2 x 16 GB)." While this offering may appear to comply with the ITB's specifications, a deeper examination reveals that HP's offering indeed does *not* comply with the request. HP's Elite x360 830 G10 leverages soldered memory, where RAM is soldered directly to the system board. This is reflected on the specification sheet HP provided for this device. Soldered memory is not field upgradeable and there are no DIMM (i.e., expansion) slots available on the proposed model to upgrade the memory after purchase. **Therefore, Lenovo's stance is that HP's failure to comply with this unequivocal, material requirement of ITB24-236 renders their bid nonresponsive. In contrast, Lenovo's response to Item 1I, the Lenovo 13w Gen 2, meets the requested device specification with an expansion slot available to add additional memory up to 40GB after purchase.**

To comply with the mandated competitive standards, the School Board may award the Group 1 – Laptops contract only to a responsive bidder that meets the ITB's requirements—that is, a bidder whose proposal materially complies with the solicitation's requirements. As per the ITB's language, Lenovo's understanding is that a bid that contains a material deviation from the solicitation's requirements must be rejected by the agency. In our experience, the School Board conducts its procurements in strict accordance with this principle.

In this procurement, HP failed to meet the ITB's mandatory specifications for Item 1I which include upgradeable memory. **Thus, there can be no question that HP's deviation from the ITB was material and is ineligible for the Group 1 contract award.**

Lenovo reiterates that it prefers to avoid a full bid protest proceeding. Therefore, Lenovo puts forth a request for a virtual meeting on the morning of November 14 to discuss the School Board's intended award of the Group 1 – Laptops contract to HP. We are confident that such a meeting will provide the School Board with additional information and perspective that will result in the School Board's withdrawing the intended award to HP and instead awarding the Group 1 contract to Lenovo.

If your schedule does not allow for a meeting before the November 17 formal protest deadline, we would need to file a formal written protest petition on November 17 to preserve our legal rights but would still prefer to meet after that date per the offer in your letter to discuss our concerns. Lenovo remains committed to its partnership with SBBC and looks forward to continuing its long-standing relationship with the School Board.

Lenovo's executive team is at your disposal and ask that you contact Jamie Royster at 919-302-1259 or jroyster@lenovo.com to schedule a meeting. Thank you for your attention and consideration.

Regards,



By: _____

Jamie Royster
Lenovo (United States) Inc.
Senior Director, US Public Sector K-12

OIG 25-020-M

EXHIBIT 9

For more information, please contact:
Name: Dr. Josiah Phillips
Title: Chief Information Officer
Phone: 754-321- 2607

EXECUTIVE SUMMARY

Recommendation to Reject All Bids
ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services

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Board Meeting Date: January 23, 2024

Requested Action
Approve the rejection of all bids received for the Invitation to Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Procurement & Warehousing Services (PWS) would be able to release a new ITB with revised specifications that would change the current processes, thus protecting the best interest of the School Board of Broward County, Florida (SBBC).

If the Board votes "No": This would not allow PWS to release a new ITB with revised specifications for the above-referenced services.

Background/History
This ITB was meant to increase the variety of computing devices available to students and staff throughout the District. These devices included Windows-based laptops and desktops. Inadvertently, non-Windows devices such as Chromebooks and Android-based tablets were omitted. Additionally, the ITB allowed vendor questions to be addressed through an addendum. The release of a future ITB will provide an opportunity to clarify the numerous questions asked, potentially increasing the pool of qualified vendors.

This bid is being recommended for rejection to allow staff to revise the specifications and rebid. Therefore, it is in the best interest of the district, to reject all bids received to enable the District to issue a new solicitation with revised specifications.

Alignment to 2027 Goals and Guardrails
Guardrail 2 Equity, Guardrail 3 School Support

Measurable Outcome(s)/Return on Investment
N/A

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB24-236_TechnologyComputingDevicesAccessoriesandDeploymentServices_Addendum.pdf.

This Bid is being rejected to allow staff to revise the specifications and rebid. Therefore, it is in the best interest of the district, to reject all bids received to enable the District to issue a new solicitation with revised specifications.

Financial Impact
There is no Financial Impact on the District.

OIG 25-020-M

EXHIBIT 10

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.BrowardSchools.com

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2/08/2024

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: ITB24-236-1 - Technology Computing Devices, Accessories and Deployment Services

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) Technology Computing Devices, Accessories and Deployment Services. Any questions regarding this ITB should be addressed to me, in writing via e-mail to **ernesto.perez@browardschools.com**. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 59) shall take effect. Any bidder, or lobbyist for a bidder, **is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, or any other School District employee** after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

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

- SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) CERTIFICATION/PARTICIPATION (See Attachment A)

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

- **NON-MANDATORY BIDDERS' CONFERENCE**
  A Bidders' Conference will be held on (**SEE SECTION 2 – CALENDAR**) , beginning at Eastern Time (ET), in the Technology and Support Services Center, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SUBMITTAL REQUIREMENTS**
  Submittal Requirements in Section 1 is a listing of submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**
  The Bid Summary Sheets upon which the Bidder submits its prices should be completed in electronically (Excel, if applicable). The Bidder Acknowledgement Section must be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**
  SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**
  Bids are due in Procurement & Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**
  If you are **not** submitting a bid in response to this ITB, please complete Section 10, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to **ernesto.perez@browardschools.com**. Your response to the Statement of "No" Bid is very important to Procurement & Warehousing Services when creating future ITBs.

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

Ernesto Perez
Purchasing Agent IV

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The School Board of Broward County, Florida
PROCUREMENT & WAREHOUSING SERVICES
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

2/23/2024

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:	RELEASE DATE:	PURCHASING AGENT:
ITB24-236-1	**2/08/2024**	Ernesto Perez 754-321-0545

BID TITLE:
TECHNOLOGY COMPUTING DEVICES, ACCESSORIES AND DEPLOYMENT SERVICES

SECTION 1 – BIDDER ACKNOWLEDGEMENT

MUST BE COMPLETED BY ALL BIDDERS.

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name (Company):	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below.
"Doing Business As" (d/b/a), if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Federal Tax Identification Number:	Telephone Number:
E-mail Address to Send Purchase Orders:	

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this bid are true and accurate.
I agree that this bid cannot be withdrawn within 90 days from date due.

_____
Signature of Authorized Representative (Manual)

_____
Name of Authorized Representative (Typed or Printed)

_____
Title

_____
Email of Authorized Representative

SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

☒ Bidder Acknowledgement Section 1	☒ Conflict of Interest Form Section 8, Attachment B	☒ Certificate of Debarment Section 8, Attachment C	☒ Manufacturers Authorization Special Condition _
☐ Bidder's Preference Statement Special Condition _	☒ Bid Summary Sheet Section 4	☒ S/M/WBE Participation Schedule (Attachment A)	☐ Statement of Intent to Perform as an S/M/WBE Subcontractor (Attachment A)
☐ Descriptive Literature Special Condition ___	☐ Material Safety Data Sheets Special Condition _	☐ Bid Bond Special Condition ___	☐ Descriptive Literature Special Condition ___

SECTION 2 – CALENDAR

Thursday, February 8, 2024	Release of ITB24-236-1
Tuesday, February 13, 2024*	Non-Mandatory Hybrid Bidder's Conference (See Special Condition 3, Section 3.3) 9:00 a.m. ET Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd., Suite 323 Sunrise, Florida 33351-6704 **Join on your computer, mobile app or room device.** Meeting ID: 239 364 002 819 Passcode: oVWuCY **Or call in (audio only)** +1 754-216-1864,,554797548# United States, Fort Lauderdale Phone Conference ID: 554 797 548#
Tuesday, February 20, 2024	Vendor written questions due on or before 5:00 p.m. ET via email to: **Ernesto.Perez@browardschools.com**
Friday, February 23, 2024*	*Bids due on or before 2:00 p.m. ET Bid opening will be at: Technical Support Services Center (TSSC) Procurement & Warehousing Services Department (Floor 3) 7720 West Oakland Park Blvd. Sunrise, Florida 33351-6704,
Tuesday, February 27, 2024	Posting of Recommendation @ 3:00 PM on Demandstar.com and Procurement & Warehousing Services Department.

NOTE: If you plan to attend the public meeting or hand-deliver your bid, please arrive early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring your photo ID!) and get to the appropriate floor.

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

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

SECTION 3 – SPECIAL CONDITIONS

3.1 INTRODUCTION: INTRODUCTION AND SCOPE: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids from personal computing (PC) Original Equipment Manufacturers (hereinafter referred to as "OEM") of **Technology Computing Devices and Accessories** as specified herein. Manufacturers are encouraged to submit a bid which includes reseller participation, however the bid must be generated from the OEM.

Devices include Chromebooks, Microsoft Windows based laptops, desktop, hybrid devices, and Android tablets. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers within Broward County, Florida. This bid consists of four (4) separate groups: Group 1 Laptop/Chromebook Devices, Group 2 Desktop Devices, Group 3 Deployment Services, and Group 4 Android Tablets. Group 1, Group 2, and Group 4 specifications and specific configurations are detailed in Section 4 of this bid, and Group 3 minimum requirements are outlined in Section 5 of this bid.

As part of a five-year strategic plan, SBBC's Information Technology (IT) Division will be working to establish a fully funded cyclical refresh program. SBBC currently has over 200,000 computers consisting of laptops, desktops, and tablets, with the majority of devices being laptops. Over the next three (3) years, it is anticipated that SBBC will move toward purchasing more laptops and hybrid devices as part of the expanding digital classroom initiative. Below are historical counts of student and staff computer devices and accessories:

Fiscal Year	Student Devices	Staff Devices
2020-2021	40000	5000
2021-2022	135000	5000
2022-2023	20000	5000

The Bid Summary Sheet (Excel Attachment) contains anticipated annual quantities; however, actual purchase quantities will vary, and no guarantee is given or implied as to the total dollar value or work as a result of this bid. Our experience indicates we can prolong the life of the current computers for up to seven (7) years by purchasing enterprise class mid-level computer devices instead of consumer or home models. Therefore, bidders shall only provide enterprise class machines for this bid.

SUBMIT IN TIME FOR BID OPENING:

- One (1) signed hard copy of Bidder's response, including a printed copy of the Pricing Spreadsheet (no binders or binding is necessary - use of a staple or binder clip is preferred).
- One (1) flash drive containing an identical electronic version of the bid (pdf format preferred) and the Pricing Spreadsheet as an Excel type (.xls) document.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

3.2 QUESTIONS FROM BIDDERS: Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Ernesto Perez, Purchasing Agent in Procurement & Warehousing Services, via email to ernesto.perez@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither the Purchasing Agent, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Questions should be submitted in accordance with General Condition 5. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

3.3 **NON-MANDATORY HYBRID BIDDER'S CONFERENCE:** A Bidders' Conference will be held February 13, 2024, **beginning at 9:00 am ET.** Representatives from all interested companies are encouraged to attend.

The purpose of the Bidder's Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive bid for submission to SBBC, Questions submitted shall be answered to all Bidders via Addenda. All questions shall be submitted in accordance with Section 2 of this ITB. Questions from Bidders. Any information verbally given, by any party, at the Bidder's Conference shall not be binding on SBBC. Only the information provided in the ITB or via Addenda shall be considered by Bidders.

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

3.4 **TERM:** The award of this bid shall establish a three (3) year Agreement beginning upon approval by the Board. Bids shall not be considered for a shorter period of time. If only one bid is received, the term of the Agreement may be reduced to one year.

3.5 **RENEWAL/EXTENSION:** The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.

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

3.6. **AWARD:** This bid shall be awarded BY GROUP, as indicated on the Bid Summary Sheet, one primary and up to two alternate or ALL responsive and responsible bidders meeting all specifications, terms, and conditions. **It is necessary for a Bidder to bid on every item in the group in order to have the bid considered**. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group shall result in the disqualification of the group. In the event that any item in the group does not meet the specifications, the entire group shall be disqualified. The lowest-priced Bidder for the Group shall be considered the Primary Awardee for that Group. All other responsive Bidders for that Group will be Alternate Awardees ranked by the prices they submitted. The responsive Bidder with the next lowest price will be the First Alternate Awardee, the responsive Bidder with the next lowest price after the First Alternate Awardee will be the Second Alternate Awardee, and so on. SBBC reserves the right to procure goods from Alternate Awardee(s), beginning with the First Alternate Awardee, if a) the Primary Awardee cannot comply with delivery requirements or specifications; b) the Primary Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) due to supply-chain constraints; or e) if SBBC, at its sole discretion, determines that it is in its best interest to do so.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its Agreement, have its Agreement canceled, be subject to the payment of liquidated damages, and be removed from the bid list and become ineligible to do business with SBBC for two (2) years, as described in General Conditions 21 and 58 and Part II, Section DD of School Board Policy 3320.

3.7 AWARD (GROUP 1 – Laptops/Chromebooks): SBBC desires to enter into a contract with OEM laptop/Chromebook computer manufacturers. However, manufacturers are encouraged to submit a bid which includes reseller participation. The District will rely on the OEM as the primary contact. The OEM will make decisions regarding when and how the they choose to engage their reseller partner. In order to meet the needs of SBBC, Group 1 shall be awarded to one (1) primary manufacturer with reseller partner (preferred), one (1) secondary manufacturer with reseller partner (preferred), and one (1) tertiary manufacturer with reseller partner (preferred) responsive and responsible Bidders meeting specifications, terms and conditions. The manufacturer is expected to select the reseller partner, but SBBC reserves the right to request a change at any time during the term of this Agreement, if deemed in the best interest of SBBC.

3.8 AWARD (GROUP 2 - Desktops): SBBC desires to enter into a contract with OEM desktop computer manufacturers. However, manufacturers are encouraged to submit a bid which includes reseller participation. The District will rely on the OEM as the primary contact. The OEM will make decisions regarding when and how the they choose to engage their reseller partner. In order to meet the needs of SBBC, Group 2 shall be awarded to one (1) primary manufacturer with reseller partner (preferred) one (1) secondary manufacturer with reseller partner (preferred), and one (1) tertiary manufacturer with reseller partner (preferred) responsive and responsible Bidders meeting specifications, terms and conditions. The manufacturer is expected to select the reseller partner, but SBBC reserves the right to request change at any time during the term of this Agreement, if deemed in the best interest of SBBC.

3.9 AWARD (GROUP 3): In order to meet the needs of SBBC, GROUP 3 shall be awarded to one (1) primary, one (1) secondary, and one (1) tertiary responsive and responsible Bidders, including OEMs, meeting specifications, terms and conditions. The Bidder offering the lowest total price for the group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the alternate Bidder if: a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC. When a bid has a primary and alternate Awardees, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages dependent on the failure, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

3.10 AWARD (GROUP 4): SBBC desires to enter into a contract with OEM Android tablet manufacturers. However, manufacturers are encouraged to submit a bid which includes reseller participation. The District will rely on the OEM as the primary contact. The OEM will make decisions regarding when and how the they choose to engage their reseller partner. In order to meet the needs of SBBC, Group 4 shall be awarded to one (1) primary manufacturer with reseller partner (preferred), one (1) secondary manufacturer with reseller partner (preferred), and one (1) tertiary manufacturer with reseller partner (preferred) responsive and responsible Bidders meeting specifications, terms and conditions. The manufacturer is expected to select the reseller partner, but SBBC reserves the right to request a change at any time during the term of this Agreement, if deemed in the best interest of SBBC.

3.11 AWARD (GROUP 1, GROUP 2, AND GROUP 4): The Bidder offering the lowest total price for the group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group; all items in the group must meet specifications and must be of the same OEM Manufacturer in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the alternate Bidder if:

a) the lowest Bidder cannot comply with delivery requirements or specifications.
b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders;
c) in cases of emergency; or
d) if it is in the best interest of SBBC.

When a bid has a primary, a secondary, and a tertiary Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the other Awardees for the same or lower unit prices as those submitted by the primary Awardee.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages dependent on the failure, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

3.12 USE OF BID: When orders are for products not listed on the Bid Summary sheet and exceed $5,000, SBBC departments or schools ("end-user") will request a quote from three (3) Awardees (2 of the 3 Awardees must be certified S/M/WBE vendors*). Awardees will provide quotation within three (3) business days of request. End-user will submit a completed Vendor Selection Form with their requisition in SAP (SBBC's ERP system) to generate a PO to the selected Awardee(s).

*Unless no certified S/M/WBE vendors are Awardees. If certified S/M/WBE vendor does not provide quote within 3 business days, end-user will submit documentation of the attempt (email etc.) with the Vendor Selection Form/quotes and contact a non-certified Awardee for a quote.

3.13 BIDDER QUALIFICATIONS: MANUFACTURER'S CERTIFICATION: Bidder must have each manufacturer certify that Bidder is an authorized dealer to sell, warranty and service that manufacturer's product. Bidder shall submit a letter from the manufacturer (on manufacturer's letterhead) or other authenticated certification document. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification with the bid or upon request shall result in the disqualification of the bid item submitted.

3.14 CATALOGS/PRICE LIST(S): Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP), which will indicate all items Bidder can furnish. Internet-based (URL link) or thumb-drive catalog/price lists are encouraged instead of hard copies. If an Awardee has an electronic copy on a USB Drive or website with updated manufacturer' price list with the SBBC discount schedule, state the web address on the Bid Summary Sheet. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered, and term of the Agreement on the cover of the catalog/ MSRP price list distributed to the District. Distributed catalog/price list(s) shall be at no charge to SBBC. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog shall result in disqualification of bid for that item.

If, during the Agreement period, the Awardee issues replacements to the catalog(s)/price list(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to SBBC, Procurement & Warehousing Services Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. **Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on the last update received and the increase will not be honored.**

3.15 SINGLE-FIXED PERCENTAGE DISCOUNT OFFERED: Bidder should indicate in all spaces provided on the Bid Summary Sheet their single-fixed percentage discount for the indicated manufacturer's catalog/pricelist That will be used for the term of the Agreement. The single-fixed percentage discount offered shall remain firm throughout the term of the Agreement. Supplies and equipment for this bid shall be defined as:

a. **SUPPLIES**: Any catalog/list price item, with discount applied, whose net price is under $1,000.00.
b. **EQUIPMENT**: Any catalog/list price item, with discount applied, whose net price is $1,000.00 or more.

Bidders shall offer their single-fixed percentage discount as described on the Bid Summary Sheet(s), to be calculated from the most current manufacturer's catalog/ list price. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

3.16 BALANCE–OF–LINE OPTION (GROUP 1, GROUP 2, AND GROUP 4): Bidders are requested to provide one Balance-of-Line minimum discount off list percentage for items not listed on the pricing sheet, to allow for new items to be purchased. This percentage discount amount should be entered on the Pricing Spreadsheet in the designated section, for informational purposes only, and is not part of the award process. The percentage discount offered may not decrease throughout the term of the Agreement. The percentage discount is a minimum, and the Awardee will extend larger discounts whenever possible.

3.17 BACK-ORDERS (GROUP 1, GROUP 2, AND GROUP 4): If Awardee is unable to deliver the items ordered by SBBC under the terms of this contract in the delivery time specified in General Conditions Section 4, due to the following:

1) the hardware undergoes a generational upgrade; or
2) the Operating System undergoes a version change or
3) a generational upgrade in the intervening time period

Then SBBC reserves the right to require that the items are delivered to SBBC according with the following modifications:

1) deliver product with the original specifications or
2) deliver product with the enhanced specifications as no additional cost to SBBC.

If the Awardee experiences a back-order of items ordered by SBBC, the Awardee shall ensure that such items are delivered within 30 calendar days from the date of the purchase order. If delivery is not made within 30 calendar days from the date of the purchase order, SBBC shall have the right to cancel the order and purchase the items from any other purchasing option available. If additional cost is incurred by SBBC the corresponding awardee will be responsible to reimburse SBBC for this additional cost.

3.18 DELIVERY / FREIGHT: All Awardees shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida or the device deployment services vendor (Awardee for section Group 3). SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. All delivery, handling or other costs necessary to complete an order should be included in the single fixed percentage quoted. Any additional delivery costs should be stated in detail on the Bid Summary Sheet under each bid item and shall remain firm for the term of the contract. Delivery or freight collect shall not be allowed. SBBC may, at their option, pick-up items from Awardees place of business. Catalog items which are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

3.19 EMERGENCY ORDERS: Emergency orders are defined as situations where immediate purchases are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of a building, occupants, or otherwise cause loss to the District. In the event of an emergency, the District may select, at their discretion a vendor from the Awardees to provide products/services.

3.20 ACCEPTANCE OF MATERIALS: The material delivered under this ITB shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. The Awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. The Awardee shall be responsible for any disposition charges, where applicable.

3.21 QUANTITIES: The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the Agreement period for each item and are not a guarantee. Actual quantities ordered throughout the Agreement period may be greater or less than the bid estimates and shall be furnished at the fixed Agreement price. Purchases shall be requested as needed throughout the Agreement period and as few as one each may be ordered at one time except where minimum orders are specifically stated on the Bid Summary Sheet(s).

3.22 ENHANCEMENTS: During the term of the contract, the Awardee may offer to SBBC an enhanced feature associated with any item or service. Written notification of intent must be received by SBBC thirty (30) days prior to the effective date of the proposed change. Each item specification must be referenced as it relates to the enhancement, and each product feature of the enhanced item must meet or exceed those detailed in this Bid. The notification shall include complete descriptive, technical literature on the proposed enhanced item. SBBC reserves the right to continue to order the item as is or to purchase the newer, enhanced item. SBBC also reserves the right to require a sample of the item for evaluation purposes.

3.23 TECHNOLOGY OBSOLESCENCE (GROUP 1, GROUP 2, AND GROUP 4): SBBC includes the technology obsolescence in this bid to protect itself from unknowingly purchasing technology that is at the end of its production, support and/or marketing life cycle. Awardee and SBBC shall have roadmap meetings to share information including product lifespan. If Awardee supplies end-of-life (EOL) product without notifying SBBC that a newer model is available, Awardee will exchange EOL product for newer product at no cost to SBBC.

3.24 LOCAL WARRANTY REPAIR FACILITY (GROUP 1, GROUP 2, AND GROUP 4): In order to be considered for award, Bidder in Group 1, Group 2, and Group 4 must have a local repair facility that can respond to service calls. This facility can be the manufacturer's reseller partner location. For the purpose of this bid, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County. The repair facility and service personnel shall be authorized by the manufacturer of the computing devices being offered.

3.25 INSPECTION OF FACILITIES: Bidder shall have an adequate facility to stock the required inventory for warranty and repair parts. Therefore, SBBC reserves the right to inspect the Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's facility is adequate to meet the requirements of this bid. If, in the opinion of SBBC's representative, it is determined that the facility is not adequate to meet the requirements of this bid, a recommendation will be made to reject the bid(s) of those Bidder(s) not meeting this requirement.

3.26 COMPANY REPRESENTATIVE: Bidder should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

3.27 REPRESENTATIVE: Awardee shall provide a dedicated Account Representative during the contract period to perform the following responsibilities:

- A local on-site (Broward, Miami-Dade or Palm Beach Counties) authorized representative who will be able to resolve all account related issues. Representative shall be available business days between the hours of 8 am ET to 5 pm ET.
- Provide technology roadmaps; facilitate engineering discussions, process improvement discussions, technology release bulletins, capital funding planning exercises, etc.
- Information provided by Awardee's Representative shall be in the spirit of providing SBBC with the information needed to make informed decisions surrounding strategy and future planning.
- Schedule a minimum of twenty-six (26) one-hour bi-weekly meetings annually with SBBC. Meetings can be held either in person or virtually through Microsoft Teams, as mutually agreed upon.
- Provide quotes for standard or non-standard items within three (3) business days or less.

3.28 EMERGENCY PREPAREDNESS: Awardee(s) shall provide emergency contact information for preparing high priority orders of equipment herein requested under the terms and specifications of this solicitation. During such time, a declaration of emergency has been declared by Federal, State or County government for the local geographic area serving this Bid; Awardee shall make staffing available as required for order processing and provide an elevated priority to factory order creation and shipping per specifications. Awardee will be prepared to process such orders under disaster and post recovery situations where SBBC established procurement processes may revert to manual operations.

3.29 DEDICATED WEBSITE/PORTAL (ALL GROUPS): Awardee(s) shall provide a SBBC dedicated website/portal within 30 days of commencement of the contract. The website/portal should automatically update with real-time information that includes but is not limited to the following features: account catalog, account status, order status, purchase history, invoice copies, shipping information, SBBC location numbers, SBBC location names, SBBC destination delivery address, model number, warranty and support information for any serial number (service tag) and assistance with troubleshooting. The website/portal, where applicable, shall also provide a means to download necessary software updates, BIOS updates, drivers that apply to any and all models of equipment provided, and service and user manuals. The dedicated website/portal will permit SBBC to download a CSV or equivalent file with all the listed categories.

3.30 SHIPPING (GROUP 1, GROUP 2, AND GROUP 4): Computing devices (desktops, laptops, tablets or hybrids) shall be shipped within fifteen (15) business days of SBBC's PO issuance. All computing devices shall be shipped to SBBC's Deployment Services Awardee (Group 3). Orders for accessories shall be shipped directly to the shipping address indicated on the Purchase Order within fifteen (15) business days of the PO being issued. In the event, that the Device Awardee is not the Installation Awardee, a separate PO will be issued and said vendor will be indicated on the PO issued to the Awardee for the device. Payment shall not be rendered to the Awardee until all items on the Purchase Order have been received.

3.31 SHIPPING (GROUP 3): Deliveries to SBBC sites for deployment services must be complete within four (4) business days after receipt of order (ARO) from the Group 1, Group 2, and Group 4 Awardee.

3.32 DESCRIPTIVE LITERATURE: If bidding other than the make(s)/brand(s) and model(s) specified in this bid, it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST.** Such descriptive literature shall be in sufficient detail to indicate conformance with the specifications of the make(s)/brand(s) and model(s) specified in the bid. **FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE MAKE(S)/BRAND(S) AND MODEL(S) OFFERED IN THIS BID, WITH THIS BID OR UPON REQUEST, SHALL RESULT IN DISQUALIFICATION OF BID ITEM SUBMITTED.**

3.33 BRAND STANDARDIZATION: In order for schools to continue purchasing consistent with the system currently used in each school, bids shall only be accepted on the make and models specified. If the model number is no longer available and has been replaced with a new updated model with new specifications, the Bidder should submit complete descriptive literature on the new model.

3.34 BRANDS OFFERED: Bids shall be accepted only on the brands/manufacturers specified in this ITB. If a Bidder wishes to have a piece of equipment placed on the list for future bidding, it shall be necessary for Bidder(s) to furnish to Procurement & Warehousing Services a sample of the item for testing purposes. If such an item performs satisfactorily, a recommendation shall be made to include this item on the future list of approved equipment. In the event that any item supplied does not prove satisfactory, that item shall be removed from the approved list until such time as the equipment is made or performs to the satisfaction of SBBC.

3.35 FORCE MAJEURE: Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for an agreement awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

3.36 INSPECTION OF FACILITIES: Bidder shall have an adequate facility to stock the required inventory. Therefore, SBBC reserves the right, prior to recommending this bid for award, to inspect the Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's facility is adequate to meet the requirements of this bid. If, in the opinion of SBBC's representative, it is determined that the facility is not adequate to meet the requirements of this bid, a recommendation will be made to reject the bid(s) of those Bidder(s) not meeting this requirement.

3.37 ASSEMBLY, INSTALLATION AND/OR PLACEMENT (GROUP 3): It shall be the responsibility of the Awardee(s) to include on-site delivery, assembly and to assure satisfactory operation of all features. Equipment specified shall be assembled, adjusted, operationally tested and ready for use at the time of delivery. **Installation and/or placement cost(s) must be included in the unit price of the item or items and shall be completed within three days after the delivery date or as required by the user.**

3.38 INSTRUCTION MANUALS: Awardee(s) is/are required to furnish instruction manuals with the shipment or when requested by SBBC. Each manual shall contain a definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures.

3.39 INVOICES: Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this Agreement and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301 or to the address indicated on the Purchase Order.**

1. Material release number OR the control number
2. Purchase Order number
3. A complete description of the items
4. Itemized list price
5. Total dollar amount shall be net

Material backordered should be clearly indicated on the packing slip. Schools, departments, and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

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

3.41 LEAD-FREE STATEMENT: All material supplied SBBC must be 100% lead-free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead-free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**

3.42 MINIMUM ORDER: The actual quantity ordered may be as low as one each or unit which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.

3.43 VALUE: No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid. However, all SBBC locations will be urged to refer to catalogs and fixed percentage discount Awardee(s) to fill their orders at the lowest price.

3.44 MODEL UPDATES (GROUP 1, GROUP 2, AND GROUP 4): If, during the contract period, the awarded model is discontinued by the manufacturer, the Awardee must advise SBBC Procurement and Warehousing Services, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item. The new model must be the same or better specifications as the awarded contract item and must be offered at the contract price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

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

The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require vendor to provide irrefutable evidence that ALL the following circumstances exist:

1. The volatility is due to causes wholly beyond the vendor's control; and
2. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
3. The effect on pricing or availability of supply is substantial; and
4. The volatility so affects the vendor that continued performance of the Agreement would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

3.46 PRICE REDUCTIONS: Awarded vendors may offer SBBC, at any time during the period of the Agreement, additional discounts from the prices offered in this ITB and invoice less than the prices offered in their submitted bid. If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.

3.47 PROTECTION OF WORK, PROPERTY, AND PERSONNEL: The Awardee shall, at all times, guard against damage and/or loss to the property of SBBC and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure 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.

3.48 SEED UNITS: The device manufacturer (Group 1, Group 2, and Group 4 Awardee) shall provide SBBC with a seed unit for each device model and product drivers within two weeks of product changes. SBBC will then create an image and provide to the deployment vendor (Group 3 Awardee) with a hardware independent image that can be used across the SBBC Standard Product line.

3.49 SAMPLES: If bidding other than the manufacturers/brands and models specified on the Bid Summary Sheet, the **exact** sample of the bid item offered must be furnished to SBBC Procurement & Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, **in time for bid opening or upon request,** at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER, AND BID ITEM NUMBER.** SBBC shall **REJECT** any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3).

3.50 LABEL REQUIREMENTS FOR BID SAMPLES ONLY: When it is required that a sample of a bid item be submitted, a paper label shall be accepted for a bid item that requires a silk-screened label. The paper label must be securely glued to the container stating all of the label requirements set forth in the bid. If the item bid is awarded by SBBC, then the item bid **must be delivered to SBBC with Ernesto Perez as set forth in the bid requirements.** Upon award of the bid, any item delivered to SBBC which is not properly labeled, as set forth in the bid requirements, shall be rejected and returned at the vendor's expense. Failure to promptly redeliver the rejected item, or failure to deliver any other item properly labeled, as set forth in the bid requirements, shall result in default of Agreement by Bidder and bid cancellation, as per the General Conditions Section 21 of this bid.

3.51 PRODUCT SUPPORT AND TRAINING: Awardee shall provide, coordinate, and plan complete product support and training to the BCPS Information Technology Division for the purchased equipment for the entire Agreement. Support and training shall include, but not be limited to, answering technical questions of the product, providing a demonstration(s) for each Purchase Order's "ship to" location, and troubleshoot problems of the equipment. The Awardee shall be required to conduct training annually, at no cost to SBBC, during normal working hours, and at the convenience of each individual SBBC location as needed.

3.52 TRADE-INS: A list of existing owned is attached. It is requested that Bidders attach a schedule of trade-in values offered for these machines on an individual basis. These values shall be used only at the request of the schools/departments and upon SBBC approval. In the event schools or departments wish to trade-in, Awardees who offer trade-in values shall be suggested by Procurement & Warehousing Services and shall be in a position to do business with that school or department. There is no guarantee of any trade-ins. Trade-in values must be held firm for the term of the Agreement with only an increase of the amount offered being allowed after inspection of the specific machine to be traded. Awardees are notified hereby that all trade-ins require individual SBBC approval prior to any delivery and/or pick-up of and that award of this bid shall not guarantee acceptance of trade-in values.

3.53 WARRANTY: The Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator-incurred damage which could have been avoided by referring to the instructional manual) for a period of **one year for all items** after the date of delivery and installation to provide SBBC with an **"on-site"** warranty. In the event of a dispute on requested repairs between SBBC and the Awardee, the decision of SBBC shall be final and binding on both parties.

3.54 CENTRAL WAREHOUSE RECEIVING HOURS Central Warehouse is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except for holidays. No delivery can be accepted after 2:00 p.m.

3.55 CENTRAL WAREHOUSE DELIVERY AND PALLETS: On large orders, half trailer or larger, the Awardee shall call SBBC, Materials Logistics Center at 754-321-4721 prior to delivery to arrange for a delivery schedule.

3.56 W-9 FORMS: All Bidders are requested to complete a W-9 form which can be found at https://www.irs.gov/pub/irs-pdf/fw9.pdf , and submit with their bid.

3.57 SUPPLIER REGISTRATION: To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: http://schoolboardofbrowardcounty.supplier.ariba.com/register Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

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SECTION 4 – GROUP 1, GROUP 2, AND GROUP 4 SPECIFICATIONS & BID SUMMARY (PRICING)

SPECIFICATIONS: The following list of requirements for all devices must be adhered to for the entire duration of the bid. Please provide only one device per item. The following is a list of pre-approved standard (Windows Operating System) configurations, with the detailed specifications to follow at the end of this section. Pricing shall be supplied via the Bid Summary Excel document (See section 8 for additional information).

4.1 DEFINITIONS: The following list serves to convey SBBC's expectation and understand of the following:

4.1.1 Standard Configuration – The minimum acceptable specification that has been adopted by SBBC's IT Division for general use within SBBC.

4.1.2 Computer Option – An option is an additional component that increases the functionality of the Standard Configuration. For Example: Adding an additional optical drive or second hard drive.

4.1.3 Computer Upgrade (or downgrade) - An upgrade (downgrade) is changing an existing component already existing in the standard configuration to improve (or reduce) performance. For Example: Upgrade from 4gb of RAM to 8gb of RAM; Downgrade from 8gb of RAM to 4gb RAM.

4.1.4 Enterprise or Commercial Class Device – The manufacturer of a series of computers designed specifically for medium to large class business. Typically, this series will guarantee uniformity of manufacture and performance of all units produced within the series. Components, computer setup and design will be the same throughout the series of production to guarantee capability and minimization of maintenance or repair issues using standardized components. **Consumer or Home grade devices are not acceptable unless specified.**

4.1.5 SBBC User Site – SBBC operates within Broward County with multiple locations with computer devices spread across the District. Click here to view a list of our specific departments or schools. The user site is the specific location of the individual end-user.

4.2 RUGGED TESTING (GROUP 1 AND GROUP 4): In order to be considered for award, Bidder in Group 1 and Group 4 must supply their type, method and results of testing laptop devices for durability to include but not limited to the following: drop tested at least 70cm, spill and pick resistant keyboard, hinge and screen durability. Failure to submit the required documentation with this bid will result in disqualification of bid submitted. Awardee will also supply at least six (6) laptops from each student laptop category to SBBC for internal testing purposes at nominal or no cost to the district.

4.3 DESCRIPTIVE LITERATURE: Bidder shall include manufacturer's technical specification sheet for the device(s) bidding. Complete descriptive technical literature on the system being bid should be submitted with bid.

4.4 NEW DEVICES: All devices shall be new and Desktop Management Interface (DMI) compliant; corporate grade for use in managed network environments. Newly manufactured devices containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly re-remanufactured, used, shopworn, demonstration or prototype equipment will not be accepted.

4.5 ISO 9001 CERTIFICATE (Latest Version): At the time of bid submittal, the OEM must submit a copy of their valid ISO 9001 certificate.

4.6 DEVICE CLASS: Only enterprise class devices shall be supplied. **Consumer or home class devices are not acceptable**.

4.7 MICROSOFT SHAPE THE FUTURE: SBBC will supply a copy of the Microsoft Shape the Future letter that dictates Operating System pricing in conjunction with the Microsoft A5 License (Campus Agreement) to the Awardee. Bidders should take this into consideration when submitting pricing and configure all devices with the least expensive required for the Microsoft Campus OS licensing. Microsoft

OS included with device must be upgradable to 64-bit and compliant with A5 minimum requirement.

4.8 MICROSOFT CERTIFICATION (Laptops and Desktops Only): Awardee shall supply devices that are certified by Microsoft and be a member of the most current Microsoft Windows Hardware Compatibility List (HCL). If the product is not a member of the HCL, the Bidder can produce a certification letter from Microsoft stating that the product has been tested and is approved for use with most current Microsoft Windows OS.

4.9 HARDWARE CONFIGURATIONS: Awardee will provide hardware configurations for a minimum of one year beyond initial date of availability for the same price or less to reduce obsolesces and maintain consistency and compatibility across models in the same product line.

4.10 WARRANTY: Awardee shall fully guarantee the cost of parts and labor (except for accidental damage) for a minimum period of three (3) years for all computing devices from the date that the device is deployed to the SBBC user. Warranty must be Original Equipment Manufacturer (OEM) with any repairs performed by either the manufacturer or an authorized technician for the manufacturer. On-site repair is preferred, and all repairs must be complete within two (2) business days. Awardee shall supply a loaner device which has identical or better features and specifications, for all situations that exceed two (2) days from report of incident to complete repair and return to normal functioning. In the event of a dispute on requested repairs between SBBC and the Awardee, the decision of the SBBC designee shall be final and binding on both parties. Break/Fix and Out of Warranty items are the responsibility of SBBC.

4.10.1 Operating system software and other components originally delivered or "bundled" as an integral part of the covered hardware shall be deemed part of the covered hardware for purposes of warranty services. In situations where there are conflicts between network services or application software, SBBC will determine who will be responsible for repairs.

4.10.2 Awardee(s) shall provide a direct toll free, premium tier level telephone technical support number dedicated to SBBC during the three (3) year warranty period and all renewal periods at no additional cost.

4.10.3 "On-site" means that equipment requiring warranty service will be inspected and serviced by the Awardee at the SBBC location.

4.10.4 Awardee shall supply the manufacturer's return authorization number or proof from the manufacturer that all warranty work performed was consistent with manufacturer's standards using OEM or manufacturer certified parts.

4.10.5 Replacement of internal storage drives **must** include loading of the Operating System that was loaded prior to failure with images and deployment instructions provided by SBBC.

4.10.6 If the repair cannot be accomplished at the SBBC user's site; the equipment may be removed to a remote repair site.

4.10.7 If repair cannot be completed within two (2) days of removal from SBBC user site, a loaner/spare similarly configured unit of the same or better make and model will be provided the next day to the site for use until repair is returned.

4.10.8 The Awardees in Group 1, Group 2, and Group 4 shall maintain an inventory of imaged and configured loaners or spares in the following quantities at all times during the bid. Location of this inventory is at the discretion of the OEM. However, the preference of SBBC is to store at a local warranty repair facility to meet the needs of this bid.

4.10.8.1 Student Laptops/Chromebooks = 50 or 1% of total yearly purchase quantity (whichever is greater); and
4.10.8.2 Teacher/Staff Laptops/Chromebooks = 20 or 1% of total yearly purchase quantity (whichever is greater); and
4.10.8.3 Desktops = 20 or 1% of total yearly purchase quantity (whichever is greater); and
4.10.8.4 Android Tablets = 30 or 1% of total yearly purchase quantity (whichever is greater)

4.10.9 If a unit is removed from a location for repair, the SBBC user site representative shall be provided with a duplicate

copy of the Awardee's receipt document before removing the unit from the site.

4.10.10 If the equipment cannot be repaired, it must be replaced with new equipment.

4.10.11 Awardee will have full discretion as to local vendor contracted to perform warranty and break/fix repairs. Repair and warranty work must be performed by manufacturer authorized repair technician. Evidence of technician's manufacturer authorization shall be furnished to SBBC within three (3) days of notification.

4.10.12 Awardee is required to transport equipment and coordinate all warranty repairs.

4.10.13 SBBC expects that the Awardee will identify all devices affected by a defective component and the appropriate warranty replacement of said item(s) will be completed in a mass effort coordinated with SBBC IT Division. If SBBC performs warranty services, SBBC is to be reimbursed in accordance with industry standards. The Awardee has the option of repairing or replacing equipment requiring warranty service. Any equipment repaired three times for the same component in a twelve-month period shall be replaced with new equipment if the same component fails a fourth time.

4.10.14 SBBC requires mass warranty replacement on components that exhibit a premature failure rate across a common platform of technology regardless of exhibition (or lack of) symptoms across all affected inventory. This includes but is not limited to:

4.10.14.1 The same model of internal storage (i.e. SSD, hard drives) in multiple devices shows a premature failure rate in an established pattern; or

4.10.14.2 The same model of power supply in the same generation of devices shows a premature failure in an established pattern; or

4.10.14.3 The same model, in the same generation of devices shows a premature failure in an established pattern; or

4.10.14.4 An identified repetitive component failure by the vendor is publicly announced or a recall notice is officially issued.

4.10.15 Awardee shall provide, at no cost, the ability for SBBC to send up to twenty (20) of SBBC's IT Division personnel to a vendor sponsored warranty certification program. Staff trained through the manufacturer sponsored warranty certification program will be authorized to diagnose, order and fulfill a factory warranty service call. SBBC will be reimbursed for any warranty at the rates applicable to "self-maintenance" sites, or in retail warranty services providers. Yearly re-certification for SBBC's staff shall be extended as necessary.

4.10.16 Awardee shall provide to SBBC two (2) copies of diagram with an exploded view of part numbers and Service Manuals for each of the device models purchased under this contract. Documentation should be available through a vendor portal which has the most up to date information. In addition, the awarded vendor shall provide specific diagnostic tools/programs needed for SBBC staff to diagnose and perform repairs.

4.10.17 Any product supplied including peripherals under the terms of this contract, which arrives inoperable, shall be considered dead-on-arrival (DOA) and replaced by the Awardee with a loaner within two (2) days. The repair or replacement product **must** be delivered within ten (10) business days of notification and must include the standard SBBC documentation for audit purposes. If repair cannot be accomplished at the SBBC users' site, then:

4.10.17.1 Awardee is responsible for the transport the equipment from and to the original location and

coordinating all warranty repairs; and

4.10.17.2 Awardee shall be completely and solely responsible for the coordination and completion of all repairs, including pickup at SBBC user's site and reinstallation of any equipment according to all special conditions and specifications of this Bid; and

4.10.17.3 Equipment removed from a site shall be returned in its original condition, without scratches or markings that did not exist on the unit prior to its removal; and

4.10.17.4 Equipment cannot be repaired must be replaced with new equipment of equal or greater specifications; and

4.10.17.5 Replacement of equipment **must** include loading of the Operating System that was loaded prior to failure with images and deployment instructions provided by SBBC.

4.10.18 Awardee shall conduct Warranty Service for the covered hardware in response to notifications originated by SBBC Service Desk or other designated Service Desks identified in writing by the Contract Administrator during the period Monday through Friday, excluding SBBC holidays, 8:00 a.m. to 4:00 p.m. ("regular work hours"). All warranty services shall be performed on-site at SBBC's locations. Once Awardee's technician arrives on-site and commences diagnosis and error correction efforts, such efforts shall continue during regular business hours until:

4.10.18.1 the malfunction is corrected or otherwise worked around; or

4.10.18.2 the technician is relieved by the arrival of a qualified replacement technician; or

4.10.18.3 SBBC is reasonably satisfied that the reported problem was not caused by a malfunction in covered hardware; or

4.10.18.4 SBBC reasonably concludes after conferring with the technician that further diagnosis or repair efforts must be postponed until the arrival of replacement parts or the occurrence of some other contingency.

4.10.19 Awardee's personnel shall report their arrival at and departure from a SBBC site for the performance of warranty services, whether preventive or remedial, to the applicable office and, with regard to remedial warranty services, keep such office informed of any delays and completions. Awardee shall provide the Contract Administrator with daily reports on the day following the warranty services:

4.10.19.1 Listing the notifications received from SBBC; and

4.10.19.2 The date and time of each notification; and

4.10.19.3 Time of telephone response to the notification; and

4.10.19.4 Description of call and date or expected date of problem resolution.

4.11 REPAIR PARTS: The performance of proper warranty services by the Awardee is deemed by SBBC to be essential to SBBC's data processing operations and governmental functions. SBBC will monitor Awardee performance of the warranty services through the SBBC's Service Desk System. If Awardee breaches any provision hereof and fails within ten days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to SBBC and proceed with due diligence to completion or if it fails more than ten (10) times in any 12-month period Awardee must comply with any time commitment established warranty service. Awardee may be declared in default of this Agreement and the Director of the Supply

Management & Logistics, without giving up any rights SBBC may have for damages for such breach or default, may take such action or actions as may be necessary to terminate the Agreement between SBBC and Awardee.

Awardee shall make available to SBBC for purchase, repair parts for each and all of the items purchased under this contract. Said repair parts must be priced at a minimum of 10% discount from manufacturer's retail price at the time they are purchased. Awardee shall deliver repair parts within ten (10) days of receiving a valid purchase order from SBBC, back ordered parts excepted. Repair parts shall be available to SBBC for purchase at the aforementioned discount for a period of not shorter than three (3) years past the date of the end of the warranty period for each product purchased, or until such time as the manufacturer declares the repair parts to be no longer available by virtue of obsolescence.

4.12 DEVICE SPECIFICATIONS: The remaining pages of this section contain the **minimum** technical specifications required for each device. Bidders shall supply the corresponding technical specifications for the device they are bidding in the appropriate space in addition to detailed specification sheets from the manufacturer.

The following is a list of the devices:

GROUP 1 LAPTOP/CHROMEBOOK DEVICES
1A - Student Laptop (Non-Touch)
1B - Student Laptop (Touch)
1C - Laptop i3 (Non-Touch)
1D - Laptop i3 (Touch).
1E - Laptop i5 (Non-Touch)
1F - Laptop i5 (Touch)
1G - Laptop i7 (Non-Touch)
1H - Laptop i7 (Touch)
1I - Ultra Light Convertible i7 Laptop (Touch)
1J – Basic Chromebook
1K – Intermediate Chromebook

GROUP 2 DESKTOP DEVICES
2A - Small Form Factor Desktop i5
2B - Small Form Factor Desktop i7
2C - All in One Desktop i5
2D - All in One Desktop i7
2E - Mini/Tiny/Micro Desktop i3
2F - Mini/Tiny/Micro Desktop i5
2G -Mini/Tiny/Micro Desktop i7

GROUP 4 ANDROID TABLETS
4A – Basic Student Tablet
4B – Intermediate Staff Tablet
4C – Advanced Tablet

***HYBRIDS**
1L- Hybrid i5
1M- Hybrid i7

***SPECIAL PURPOSE DEVICES LAPTOP**
1N - Special Purpose Laptop i7+ (Non-Touch)

***SPECIAL PURPOSE DEVICES DESKTOP**
2H- Special Purpose Desktop i7+

**Not to be tabulated*

ITEM 1A – STUDENT LAPTOP (NON-TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	Intel N100 or AMD 3015e	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM	4 GB (can be soldered)	
Internal Storage Size	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 400MB/s 128k Sequential Read/Write 4k Random Read/Write up to 50K IOPS	
Display	Durable HD, Anti-Glare	
Screen Type	Non-Touch Screen	
Resolution	1366 x 768	
Screen Diagonal Size	11.6"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) 3.5 mm Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1B – STUDENT LAPTOP (TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	Intel N100 or AMD 3015e	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM	4 GB (can be soldered)	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 400MB/s 128k Sequential Read/Write 4k Random Read/Write up to 50K IOPS	
Display	Durable HD, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1366 x 768	
Screen Diagonal Size	11.6"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) 3.5 mm Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1C – LAPTOP i3 (NON-TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i3 or comparable AMD processor	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB (can be soldered)	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable HD, Anti-Glare	
Screen Type	Non-Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13”	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Optical Drive	N/A	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) 3.5 mm Headphone/microphone combo	
Durability	Enterprise or Commercial Class	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1D – LAPTOP i3 (TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i3 or comparable AMD processor	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	4 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable HD Touch Screen, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Optical Drive	N/A	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) Full HDMI	
	(2) USB 3.0	
	(1) 3.5 mm Headphone/microphone combo	
Durability	Enterprise or Commercial Class	
Weight	Up to 3.5 lbs.	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1E – LAPTOP i5 (NON-TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5 or AMD Ryzen 5 7000 Series	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	NON-Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) 3.5 mm Headphone/microphone combo	
	(1) USB 3.1	
	(1) Lock Slot	
	(1) USB Type-C with Power	
	(1) Full HDMI	
Weight	Up to 4 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1F – LAPTOP i5 (TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5 or AMD Ryzen 5 7000 Series	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) 3.5 mm Headphone/microphone combo	
	(1) USB 3.1	
	(1) Lock Slot	
	(1) USB Type-C with Power	
	(1) Full HDMI	
Weight	Up to 4 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1G – LAPTOP i7 (NON-TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 series	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	NON-Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1	
	(1) Full HDMI	
	(1) 3.5 mm Headphone/microphone combo	
Weight	Up to 4.5 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1H – LAPTOP i7 (TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1	
	(1) Full HDMI	
	(1) 3.5 mm Headphone/microphone combo	
Weight	Up to 4.5 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1I – LAPTOP i7 ULTRA-LIGHT WEIGHT / CONVERTIBLE (TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	Ultra-Light Weight, Convertible	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD IPS, Anti-Glare	
Screen Type	Multi-Touch	
Resolution	1920 x 1080	
Screen Diagonal Size	13"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	UHD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1	
	(1) Full HDMI	
	(1) 3.5 mm Headphone/microphone combo	
Weight	Up to 4.5 lbs.	
Durability	Enterprise or Commercial Class	
Power	USB-C Power Adapter	
	At least 8-hour battery life	

ITEM 1J – BASIC CHROMEBOOK		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	Intel 4500 AMD 3015Ce MediaTek 500 Qualcomm7c+ (or comparable processor)	
Form Factor	Tablet	
Operating System	Android 14	
RAM	4 GB	
Internal Storage Size	32 GB eMMC	
Display	Durable HD, Anti-Glare	
Screen Type	Touch or non-touch	
Resolution	1024 x 768	
Screen Diagonal Size	12.0”	
Screen Aspect Ratio	16:9	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphone	
Wireless	802.11AX (2 x 2) Wi-Fi 6	
	Bluetooth 5.1	
Ports	(1) USB 3.1	
	(1) Headphone/microphone combo 3.5mm	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 3.0 lbs.	
Power	USB-C Power Adapter	
	At least 7-hour battery life	

ITEM 1K – INTERMEDIATE CHROMEBOOK		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	Intel i3 AMD RYZEN 3 5000 Series MediaTek Kompanio 1380 (or comparable processor)	
Form Factor	Tablet	
Operating System	Android 14	
RAM	8 GB	
Internal Storage Size	64 GB eMMC	
Display	Durable HD, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1024 x 768	
Screen Diagonal Size	12.0"	
Screen Aspect Ratio	16:9	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	802.11AX (2 x 2) Wi-Fi 6	
	Bluetooth 5.1	
Ports	(1) USB 3.1	
	(1) Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 3.0 lbs.	
Power	USB-C Power Adapter	
	At least 7-hour battery life	

ITEM 2A – SMALL FORM FACTOR DESKTOP i5		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5 or AMD Ryzen 5 7000 Series	
	64-bit Capable	
Form Factor	Small Form Factor Desktop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Full High-Definition Graphics,1920x1080	
Optical Drive	DVD Recordable	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	802.11a/g/n/ac (2x2)	
	Bluetooth 4.2	
Input Devices	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) 3.5 mm Headphone/microphone combo	
	(1) Full HDMI	
	(1) USB 3.1 Gen 1	
	(1) USB 3.1 Type-C	
	(1) DisplayPort	
Audio/Sound Card	Integrated HD Audio	

ITEM 2B – SMALL FORM FACTOR DESKTOP i7		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	Small Form Factor Desktop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	16 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	1920 x 1080	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) USB 3.1 Gen 1 Type-C	
	(1) Full HDMI	
	(1) USB 3.1 Gen 1	
	(1) 3.5 mm Headphone/microphone combo	
	(1) Display Port	
Sound Card/Audio	Integrated HD Audio	

ITEM 2C – ALL-IN-ONE DESKTOP i5		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5 or AMD Ryzen 5 7000 Series	
	64-bit Capable	
Form Factor	All-In-One	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD Multitouch	
Resolution	1920 x 1080	
Screen Diagonal Size	24"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	Integrated: Intel UHD Graphics	
Integrated Camera	Still image: 1 megapixel - Video 1280 x720 HD at 30fps	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) Security Cable Slot	
	(1) Full HDMI	
	(1) Microphone Onboard	
	(1) DisplayPort	
	(1) USB 3.1 Gen 1 Ports	
	(1) 3.5 mm Headphone/microphone combo	
Sound Card/Audio	Integrated HD Audio	

ITEM 2D – ALL-IN-ONE DESKTOP i7		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	All-In-One	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	16 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable FHD	
Screen Type	Multi-Touch	
Resolution	1920 x 1080	
Screen Diagonal Size	27"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	Integrated: Intel UHD Graphics	
Integrated Camera	Still image: 1 megapixel - Video 1280 x720 HD at 30fps	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) Security Cable Slot	
	(1) Full HDMI	
	(1) 3.5 mm Headphone/microphone combo	
	(1) DisplayPort	
	(1) USB 3.1 Gen 1 Ports	
	(1) Microphone Onboard	
Sound Card/Audio	Integrated HD Audio	

ITEM 2E – MINI / TINY / MICRO DESKTOP i3		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i3 or AMD Ryzen 3 5000 Series	
	64-bit Capable	
Form Factor	Mini/Tiny/Micro	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	4 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Integrated Graphics, dual monitor support	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) USB 3.1 Type-C	
	(1) 3.5 mm Headphone/microphone combo	
	(1) DisplayPort	
	(1) Full HDMI	
Sound Card/Audio	Integrated HD Audio	

ITEM 2F – MINI / TINY / MICRO DESKTOP i5		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5 or AMD Ryzen 5 7000 Series	
	64-bit Capable	
Form Factor	Mini/Tiny/Micro	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	8 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Integrated Graphics, dual monitor support	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Device	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) USB 3.1 Type-C	
	(1) 3.5 mm Headphone/microphone combo	
	(1) DisplayPort	
	(1) Full HDMI	
Sound Card/Audio	Integrated HD Audio	

ITEM 2G – MINI / TINY / MICRO DESKTOP i7		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	Mini/Tiny/Micro	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	16 GB	
RAM Expandable	32 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	Integrated Graphics, dual monitor support	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Dual Band Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Devices	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(1) USB 3.1 Type-C	
	(1) 3.5 mm Headphone/microphone combo	
	(1) DisplayPort	
	(1) Full HDMI	
Sound Card/Audio	Integrated HD Audio	

ITEM 4A – BASIC STUDENT TABLET		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	2.0 GHz	
Form Factor	Tablet	
Operating System	Android 14	
RAM	4 GB	
Internal Storage Size	32 GB eMMC	
Display	Durable HD, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x1200	
Screen Diagonal Size	10”	
Screen Aspect Ratio	16:10	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Ports	(1) MicroSD	
	(1) USB-C	
	(1) Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 1.0 lbs.	
Power	USB-C Power Adapter	
	At least 7-hour battery life	

ITEM 4B – INTERMEDIATE STAFF TABLET		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	2.2 GHz	
Form Factor	Tablet	
Operating System	Android 14	
RAM	8 GB	
Internal Storage Size	64 GB eMMC	
Display	Durable HD, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x1200	
Screen Diagonal Size	11”	
Screen Aspect Ratio	16:10	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Ports	(1) MicroSD	
	(1) USB-C	
	(1) Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 1.5 lbs.	
Power	USB-C Power Adapter	
	At least 10-hour battery life	

ITEM 4C – ADVANCED TABLET		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	2.5 GHz	
Form Factor	Tablet	
Operating System	Android 14	
RAM	16 GB	
Internal Storage Size	128 GB eMMC	
Display	Durable HD, Anti-Glare	
Screen Type	Touch Screen	
Resolution	1920 x1200	
Screen Diagonal Size	12”	
Screen Aspect Ratio	16:10	
Graphics	HD Graphics	
Integrated Camera	720p HD camera with microphones	
Wireless	802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Ports	(1) MicroSD	
	(1) USB-C	
	(1) Headphone/microphone combo	
Durability	Drop tested - at least 70 cm/sealed, spill resistant keyboard	
Weight	Up to 1.5 lbs.	
Power	USB-C Power Adapter	
	At least 10-hour battery life	

ITEM 1L – HYBRID i5		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i5 or AMD Ryzen 5 7000 Series	
Form Factor	Hybrid/Tablet/2-in-1	
Operating System	Windows 11 (See section 4.8 above)	
RAM	8 GB	
Internal Storage	M.2 128 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable, Anti-glare, Multi-Touch	
Resolution	2880 x 1920	
Screen Diagonal Size	14"	
Screen Aspect Ratio	3:2 or 16:9	
Screen Type	Multi-Touch	
Graphics	Intel HD Graphics	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Ports	(1) 3.5 mm Headphone/microphone combo	
	(1) USB 3.1 Type-C with Power	
	(1) USB 3.1 Type-C	
Camera	Front facing: 2 MP	
	Rear Facing: 8 MP	
Keyboard	Full-size backlit keyboard - detachable	
Power	USB-C Power Adapter	
	At least 8-hour battery life	
Weight	Up to 3 lbs.	

ITEM 1M – HYBRID i7		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	Hybrid/Tablet/2-in-1	
Operating System	Windows 11 (See section 4.8 above)	
RAM	16 GB	
Internal Storage	M.2 256 GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	Durable, Anti-glare,	
Screen Type	Multi-touch	
Resolution	3000 x 2000	
Screen Diagonal Size	16.0"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	Intel HD Graphics	
Connectivity	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Ports	(1) 3.5 mm Headphone/microphone combo	
	(1) USB 3.1 Type-C with Power	
	(2) USB 3.1 Type-C	
Camera	Front facing: 2 MP	
	Rear Facing: 8 MP	
Keyboard	Full-size backlit keyboard - detachable	
Power	USB-C Power Adapter	
	At least 8-hour battery life	
Weight	Up to 4 lbs.	

ITEM 1N – SPECIAL PURPOSE LAPTOP i7+ (NON-TOUCH)		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	Traditional Laptop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	32 GB	
RAM Expandable	64 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 512GB PCIe NVMe SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Display	FHD Non-Touch	
Screen Type	NON-Touch	
Resolution	3840 x 2400	
Screen Diagonal Size	16"	
Screen Aspect Ratio	3:2 or 16:9	
Graphics	NVIDIA® RTX™ 2000 Ada Generation Laptop GPU 8GB GDDR6	
Integrated Camera	Still image: 1 megapixel - Video 1280 x720 HD at 30fps	
Optical Drive	N/A	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Pointing Device	Multitouch click pad, touchpad, or trackpad	
Ports	(2) USB 3.1	
	(1) USB Type-C with Power	
	(1) Mini DisplayPort	
	(1) Full HDMI	
	(1) 3.5 mm Headphone/microphone combo	
Power	Power Adapter	
	At least 8-hour battery life	

ITEM 2H – SPECIAL PURPOSE DESKTOP i7+		
Component	**SBBC MINIMUM SPECIFICATIONS**	**BIDDER:** **Type the specifications of the device you are bidding below and include detailed manufacturer specifications sheets with your bid.**
Manufacturer		
Model Name		
Model Number		
Processor	13th Generation Intel Core i7 or AMD Ryzen 7 7000 Series	
	64-bit Capable	
Form Factor	Desktop	
Operating System	Windows 11 (See section 4.8 above)	
RAM Included	32 GB	
RAM Expandable	64 GB (expansion slots or pre-soldered by OEM)	
Internal Storage	M.2 1 TB PCIe x4 SSD	
Internal Storage Performance	Up to 1500MB/s 128k Sequential Read/Write 4k Random Read/Write up to 200K IOPS	
Graphics	NVIDIA T400 4GB GDDR6	
Optical Drive	Optional	
Ethernet	Intel 100/1000 Mb/s Ethernet (RJ-45) (Including RJ-45 Cat 6 patch cord)	
Wireless	Intel 802.11AX (2 x 2) Wi-Fi	
	Bluetooth 5.1	
Input Devices	USB Optical Mouse with Scroll Wheel	
	Standard USB Qwerty Keyboard with 10- key Number Pad	
Ports	(2) USB 3.0	
	(2) USB 3.1 Type-C	
	(1) 3.5 mm Headphone/microphone combo	
	(1) HDMI	
	(1) DisplayPort	
Sound Card/Audio	Integrated HD Audio	

4.13 BID SUMMARY (PRICING) SHEET: Complete the attached Excel spreadsheet "Bid Summary Sheet" electronically. If a correction is needed to the Excel spreadsheet, contact the Purchasing Agent as soon as possible. Do not try to re-create or alter the spreadsheet. No handwritten summary sheets will be accepted. The Excel Spreadsheet contains eight (8) tabs. The Excel spreadsheet indicates the specific cell that will be used for award purposes. The following is a list of the tabs contained in the Excel spreadsheet:

TAB 1 - COMPANY REPRESENTATIVE: Supply requested information in the included "Bid Summary Sheet" with the contact information.

TAB 2 – GROUP 1 – LAPTOPS/CHROMEBOOKS

TAB 3 – GROUP 2 – DESKTOPS

TAB 4 – GROUP 3 – DEPLOYMENT

TAB 5 – GROUP 4 – ANDROID TABLETS

TAB 6 – NON-STANDARD LAPTOPS

TAB 7 – NON-STANDARD DESKTOPS

TAB 8 – ADDITIONAL INFORMATION – (NOT TABULATED)

4.14 COMPANY REPRESENTATIVE: Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

4.15 MODEL NUMBER CORRECTIONS: If the **model number** for the make specified on the Bid Summary Sheet is: **a) no longer available** and has been replaced with a new updated model with new specifications, the Bidder should contact the Purchasing Agent and **submit complete descriptive literature** on the new model number as soon as possible. The Purchasing Agent will release a revised Bid Summary sheet via an Addendum posted to DemandStar.

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SECTION 5 – GROUP 3: DEPLOYMENT SERVICES MINIMUM REQUIREMENTS & SPECIFICATIONS

The Awardee for GROUP 3 shall provide device deployment services including device etching, imaging and installation to the end-user District-wide. The scope includes services for both educational and administrative devices using the Microsoft Windows OS and includes other value-added services critical to SBBC including laptop cart wiring and deployment. To be considered for award, the Bidder must have successfully performed deployment services (deployment, etching and imaging – all services below) for an entity similar to SBBC. Bidders shall provide a minimum of 3 references. Acceptable reference must be from an institution with a minimum of 100 sites where the Bidder deployed a minimum of 3,000 devices on average per month. Complete the included Attachment G – References and submit with your bid.

5.1 SERVICES: The following details our current deployment processes and services. The diagram and detailed information in Section 5.12 are intended to be a general overview of the entire deployment services process. If the successful Bidder is able to accomplish the device etching, imaging and delivery to end-user process using fewer steps or processes, so long as all items and responsibilities are accomplished and the same end result is achieved, SBBC may be agreeable to alterations, upon mutual agreement. All Awardee responsibilities contained below shall be unchanged, regardless of process improvements that may be implemented in the future.

5.2 PROJECT MANAGER: Awardee provides a Project Manager to perform the following responsibilities:

- **5.2.1** Execute project according to the project plan.
- **5.2.2** Once order is placed for device with manufacturer and PO issued, Awardee's Project Manager contacts the receiving SBBC site to obtain the proper naming conventions. Prior to receiving the devices at the warehouse it is imperative to have the naming conventions.
- **5.2.3** Develops forms and records along with SBBC to ensure that project activities are aligned with SBBC policies.
- **5.2.4** Set up files to ensure that all project information is appropriately documented and secured.
- **5.2.5** Monitors progress of projects and adjust as necessary to ensure the successful on time completion of each delivery.
- **5.2.6** Establishes a communication schedule to update stakeholders which includes appropriate staff in the organization or as determined by SBBC.
- **5.2.7** Reviews the quality of the work completed with the SBBC's project team on a regular basis to ensure that project requirements are met.
- **5.2.8** Work closely with SBBC's Project Manager to ensure project issues are resolved cooperatively and quickly.
- **5.2.9** Attend, at a minimum, a weekly on-site meeting or as requested by SBBC.

5.3 VENDOR COMPETENCY: Awardee's installation team must be fully competent in the operation of the computer product as delivered. SBBC reserves the right to have the Awardee provide another qualified installer, should an Awardee's installer be found lacking in competency. Awardee will be found in violation of bid if a competent installer is not supplied. Violation will result in moving to an alternate provider.

- **5.3.1** Installers are required to attend an installer's meeting if scheduled by the SBBC Information Technology (IT) Division. IT provides at least three (3) days' notice prior to such meeting. When possible, SBBC in cooperation with the vendor will try to conduct these meetings at the installation site.
- **5.3.2** Failure to attend or provide an alternate attendee to the Installer's Meeting is a violation of the bid.
- **5.3.3** Frequency of the meetings is determined by the IT Division.

5.4 DELIVERY TO AWARDEE'S WAREHOUSE: The delivery of product from the manufacturer (Groups 1, 2, and 4) is 15 days after purchase order has been placed. During this 15-day window, the deployment vendor is expected to reach out to the installation site to obtain the computer names (see section 5.2.2 and 5.2.3). It is the responsibility of the Awardee (Group 3) to accept delivery and prepare devices for deployment within a four (4) working day period. Under certain circumstances, it may be advantageous for a delivery from deployment vendor to be delayed beyond 4 days. Such a delay will be allowed up to 60 days after receipt of

order (ARO) if requested, in writing, by a location administrator or IT Project Manager to the deployment vendor at no additional cost.

5.4.1 Awardee is responsible to verify serial numbers upon acceptance of device delivery.

5.5 SBBC SITE DELIVERY: Delivery is scheduled as follows:

5.5.1 Project Based - IT contacts the receiving SBBC site to schedule the delivery of the order and notifies the Awardee.

5.5.2 Non-Project Based - Awardee contacts the receiving SBBC site to schedule the delivery of the order. IT is not involved in these deliveries.

5.6 PRE-INSTALLATION PREPARATION BY AWARDEE: Awardee (Group 3) follows SBBC's installation process as described below. This process is in accordance with the Proposer Information Packet (PIP). Awardee's Warehouse is physically located within the tri-county area (Broward, Palm Beach or Miami-Dade Counties) and has a minimum 10,000 square feet of warehouse space.

5.6.1 Awardee must have a secure warehouse located within the tri-county area to receive and store large inventories until delivery date is identified. Each desktop, laptop and hybrid is imaged, provisioned and laser etched (if applicable), at this warehouse/storage location prior to delivery to SBBC sites.

5.6.2 Awardee confirms that items ordered on the Purchase Order matches physical items received (i.e. Model Number).

5.6.3 The operating system installed in accordance with SBBC's Microsoft 365 A5 Agreement. All 3rd-party software included on the image is also in compliance with all SBBC licensing agreements. Awardee, in fulfilling this bid requirement, shall not cause SBBC to violate any copyright provisions for software furnished to SBBC.

5.6.4 SBBC creates an image and provides the Awardee with multiple hardware independent images that are used across the SBBC Standard Product line.

5.6.5 Within four days of receipt of the computing devices from the manufacturer, the deployment vendor provides on- site delivery of the product and installation at no additional cost to the receiving SBBC site.

5.6.6 Imaging, provisioning and laser etching (if applicable), etching design includes logo and a minimum of three lines of text, covering at least 75% of the top cover unless otherwise specified by SBBC.

5.6.7 Verification of the proper laser etch image (if applicable) applied to device will be based on whether devices are Project or Non-Project.

5.6.8 Awardee applies laser etching (if applicable) based on digital files provided by SBBC to laptops and hybrid only (desktops are not laser etched).

5.6.9 Windows computer devices are imaged and provisioned specific to the school's network credentials prior to final delivery from warehouse to SBBC site.

5.6.10 Installation must be consistent with the procedures described in the product manual and must conform to the installation procedures or specifications provided by SBBC at time of installation.

5.6.11 Once imaging, provisioning and laser etching is complete, device is returned into original boxes making sure that serial number on the box matches the serial number of the device.

5.6.12 Laptops or Hybrids purchased for a cart are placed into the cart for safe transport to SBBC site.

5.6.13 When carts are purchased with devices, power adapters are securely fastened and professionally routed in the cart for convenient access when charging the devices.

5.6.14 Awardee maintains a library of all SBBC images developed by SBBC during the term of this bid.

5.7 Configure Laptops and Hybrid Cart/Tray/Cabinet – Awardee completes the following at warehouse prior to delivery to SBBC Site:

5.7.1 Carts ordered from the Technology Computing Devices Bid require power adapters for laptops or hybrid to be securely wired into carts. Upon completion of cart wiring, place laptops or hybrid into carts in preparation for transport to SBBC site.

5.7.2 Record cart inventory on Proof of Delivery Sheet.

5.8 DELIVERY TO SBBC SITE: Awardee provides inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is: Awardee retains title and control of goods and is responsible for the

risk of transportation. Title passes to buyer upon delivery to the site/school.

5.8.1 Awardee provides flexible delivery and/or storage options, at no additional cost, including, but not limited to, mutually agreeable extended delivery hours, order consolidation, custom palletization.

5.8.2 Shipping options shall allow for multiple addresses, and multiple locations for each address, on one or multiple purchase orders.

5.8.3 Awardee must have a box truck with lift gate capabilities.

5.8.4 In some cases, the Awardee shall configure pre-existing carts, with pricing based on the number of devices to be placed within the cart.

5.8.5 Awardee is responsible for the product until delivered to SBBC sites.

5.8.6 SBBC retains the right to refuse delivery of any damaged packaging resulting from reasonable cause of shipping. Product delivery must be scheduled when the school/center/department is open Monday through Friday 8:00 a.m. to 4:00 p.m. Eastern Standard Time (EST). Therefore, all deliveries shall be between 8:00 a.m. and 4:00 p.m. EST on business days excluding legal holidays or days during which SBBC is closed. Delivery shall not be performed on weekends or during designated SBBC holidays unless pre-arranged with school or site.

5.8.7 Payment to Awardee will not be made until all items on the Proof of Delivery Sheet in the Proposer Information Packet (PIP) have been fulfilled. Neither the Awardee, nor its employees will initiate contact with persons at the SBBC site for the purposes of obtaining payment or the approval of payment.

5.9 General Onsite Installation and Systems Integration Procedures – Laptops, Hybrids and Desktops:

5.9.1 SBBC will provide the Awardee with the most current PIP including installation specifications to be used when installing product. Refer to section 5.12 or a sample of PIP that will be provided by SBBC at time of evaluation.

5.9.2 Awardee unpacks and installs peripherals, including but not limited to the mouse, keyboard, monitor, docking solution if ordered, and external speakers in areas specified by each site.

5.9.3 Once verified, place laptops/desktops in carts or boxes as required.

5.9.4 Awardee delivers desktop, laptops, hybrid or carts into their corresponding office, classroom or as specified by the location administrator.

5.9.5 Awardee is responsible for configuring pre-existing carts not purchased on the Technology Computing Devices Proposal and is asked to provide pricing on the Bid Summary Sheet.

5.9.5.1 For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrid.

5.9.6 Awardee must verify network connectivity for all devices by powering each unit on, and the device boots to Broward School's login, then verify the computer name is correct for that school.

5.9.7 In the case where the computer does NOT boot to the Broward Schools login, it is the Awardee's responsibility to re-provision the unit. Provisioning script and installation vendor login will be provided to the installation vendor by SBBC.

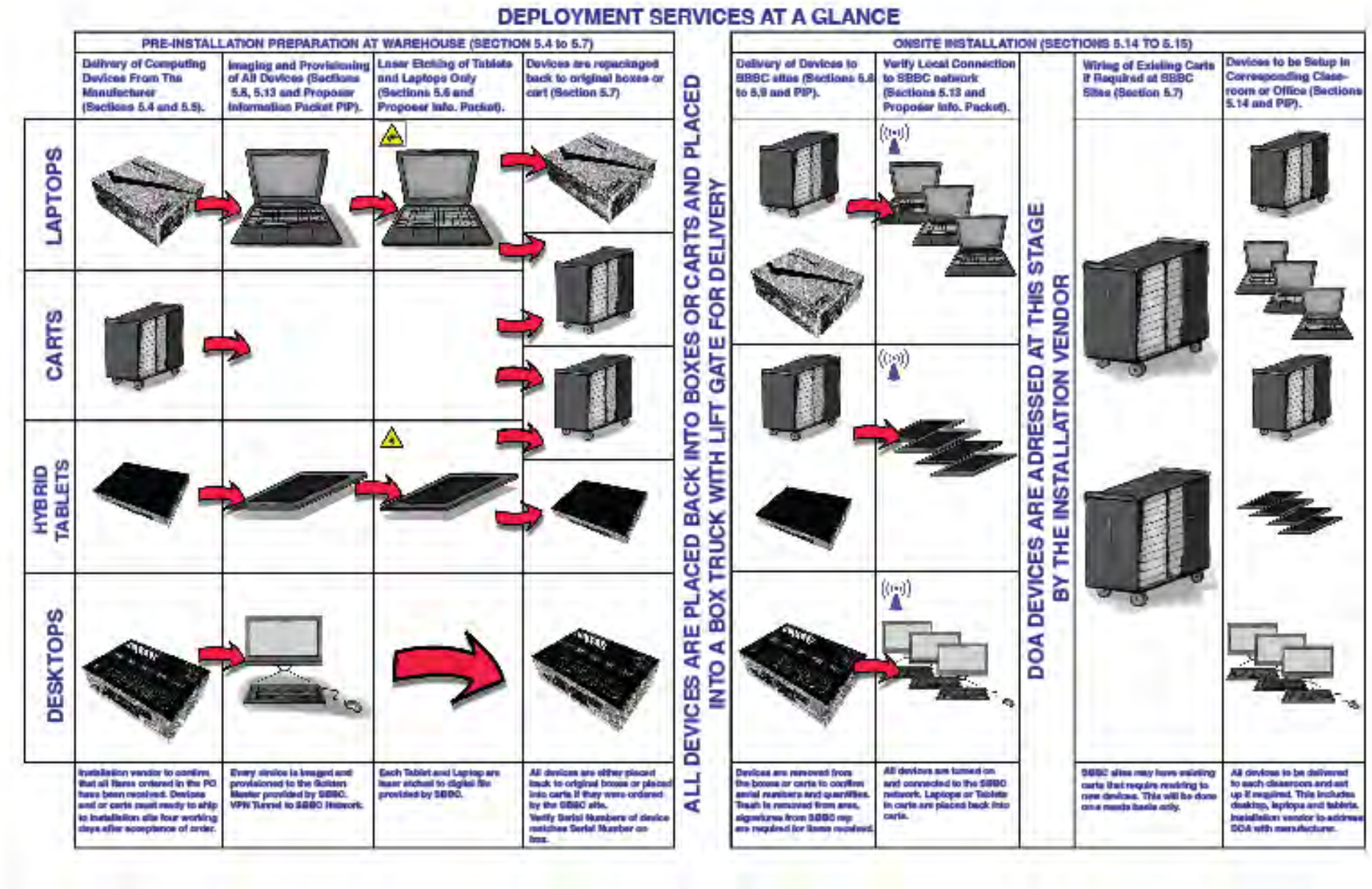
5.9.8 Awardee is responsible for breaking down and discarding all boxes and packing materials to an area designated by location administrator.

5.9.9 Awardee provides an electronic record of inventory as required by SBBC.

5.9.10 Awardee sends a copy of the Proof of Delivery Sheet to IT upon completion of delivery and installation.

5.10 VERIFICATION OF ONSITE INSTALLATION: Awardee provides the means by which SBBC personnel can randomly verify the content of the installed devices to ensure compliance with this bid. Items to be checked/inventoried include, but are not limited to: the computer specifications.

5.11 PROOF OF DELIVERY (POD) DOCUMENTATION: Awardee shall attach all packing slips/PODs to the OUTSIDE of each shipment. Failure to provide packing slip/POD attached to the outside of shipment may result in refusal of shipment at Awardee's expense. At a minimum, packing slip/POD shall reference: Purchase Order number; a complete listing of items delivered listing all serial numbers associated with each item; a listing of all back-ordered items. A separate electronic copy of the school packing slip in a format that can be uploaded to SAP (i.e. Excel), including the serial numbers, must also be forwarded to IT within 24 hours of delivery. In addition, all serial numbers must be included on invoices submitted to SBBC for payment. This process will be in accordance with the Proposer Information Package.


DEPLOYMENT SERVICES AT A GLANCE
PRE-INSTALLATION PREPARATION AT WAREHOUSE (SECTION 5.4 to 5.7)
Delivery of Computing Devices From The Manufacturer (Sections 5.4 and 5.5).
Imaging and Provisioning of All Devices (Sections 5.8, 5.13 and Proposer Information Packet PIP).
Laser Etching of Tablets and Laptops Only (Sections 5.6 and Proposer Info. Packet).
Devices are repackaged back to original boxes or cart (Section 5.7)
LAPTOPS
CARTS
HYBRID TABLETS
DESKTOPS
Installation vendor to confirm that all items ordered in the PO have been received. Devices and or carts await ready to ship to installation site four working days after acceptance of order.
Every device is imaged and provisioned to the Golden Master provided by SBBC. VPN Tunnel to SBBC Network.
Each Tablet and Laptop are laser etched to digital file provided by SBBC.
All devices are either placed back to original boxes or placed into carts if they were ordered by the SBBC site.
Verify Serial Numbers of device matches Serial Number on box.
ALL DEVICES ARE PLACED BACK INTO BOXES OR CARTS AND PLACED INTO A BOX TRUCK WITH LIFT GATE FOR DELIVERY
ONSITE INSTALLATION (SECTIONS 5.14 TO 5.15)
Delivery of Devices to SBBC sites (Sections 5.8 to 5.9 and PIP).
Verify Local Connection to SBBC network (Sections 5.13 and Proposer Info. Packet).
Devices are removed from the boxes or carts to confirm serial numbers and quantities. Trash is removed from area, signatures from SBBC rep are required for items received.
All devices are turned on and connected to the SBBC network. Laptops or Tablets in carts are placed back into carts.
DOA DEVICES ARE ADRESSED AT THIS STAGE BY THE INSTALLATION VENDOR
Wiring of Existing Carts If Required at SBBC Sites (Section 5.7)
SBBC sites may have existing carts that require rewiring to new devices. This will be done one needs basis only.
Devices to be Setup in Corresponding Classroom or Office (Sections 5.14 and PIP).
All devices to be delivered to each classroom and set up if required. This includes desktop, laptops and tablets. Installation vendor to address DOA with manufacturer.

5.12 Proposer Information Packet (PIP) Classroom Technology and Desktop Support Services Team Windows 11 Installation. The Proposer Information Packet (PIP) contains the following Documents: Windows computer installation process, Deliver/Installation to SBBC location, Sign-offs, Computer naming instructions.
Product: Windows Laptops, Desktops, & Hybrid
Version: Windows 11
Subject: **Proposer Information Packet (PIP)** This packet contains information as described in SBBC of Broward County Bid/Proposal document under which the Proposer has been awarded. All windows computer installations at School Board of Broward County, Florida (SBBC) locations must be installed according to the documents included in this packet. Information contained within this packet is subject to change. Any changes made to the content of this packet will be forwarded to all involved parties one week prior to the intended effective date via facsimile, SBBC Pony system, and/or U.S. Mail. The information in this packet is intended as guide material only. The AWARDEE's installation personnel must be qualified to install and operate the hardware and operating systems for every device model being sold to SBBC by the manufacturer as stated in the Bid/Proposal documentation. SBBC personnel will not assist in the installation of hardware or software. The warranty period, as specified in the Bid/Proposal document, will begin on the date of successful delivery at SBBC location, which will be indicated on the Equipment Installation Sheet.

Windows Computer Installation Process Awardee is responsible to include laser etching, imaging with an SBBC provided image, provisioning devices to SBBC site specific network, delivery to school/district location, verification of serial numbers, computer functionality, and packaging material cleanup.

The device manufacturer will provide SBBC with a seed unit and product drivers within two weeks of product changes. SBBC will then create an image and provide the Awardee with a hardware independent image that can be used across the SBBC Standard Product line.

5.13 DEVICE IMAGING

5.13.1 SBBC provides a modified image of our reference machine and uploads it to the Awardee's FTP site.
5.13.2 Awardee deploys the appropriate image on a device and manually "injects" the drivers to the imaged device before it's booted.
5.13.3 Image Deployment
5.13.4 A direct VPN tunnel is required to SBBC network from Installation vendor location. SBBC will work with Awardee to configure this process.
5.13.5 When devices are delivered to Awardee's location, Awardee images and laser etches (if applicable) with SBBC provided digital files.
5.13.6 Once device is etched, Awardee runs first boot. Awardee is then prompted by a provisioning application that asks for the computer name and computer type (Staff/Student).
5.13.7 Awardee's Project Manager is responsible for obtaining computer names from the SBBC site receiving the computers
5.13.8 If a laptop/hybrid cart is included in the purchase, Awardee wires the power adapter in the cart and securely place the devices in the cart prior to delivery.
5.13.9 The provisioning application completes the installation by automating the steps below. During provisioning the following components are completed:
5.13.9.1 Activation of Windows installation
5.13.9.2 Activation of Office installation
5.13.9.3 Configuring power management
5.13.9.4 Configuring local administrator name/password Configuration of wireless network profile

5.14 DELIVERY / INSTALLATION TO SBBC LOCATIONS:

5.14.1 Awardee is responsible for providing to IT an electronic copy (.xlsx) of the Proof of Delivery (POD) showing all the serial numbers at a maximum of 2 days AFTER delivery to SBBC site location. This must also include a PDF with signatures from the site's administrator/director or designee.

5.14.2 When the Awardee arrives at the SBBC location, the location administrator or designee will direct the installation team to designated room(s) for equipment installation/verification and sign off process and will ensure access to the designated room(s). The workspace provided to the Awardee shall be quiet and private, as not to interrupt the daily learning activities of the school and students.

5.14.3 The Awardee is responsible for removing all documentation, software and manuals from boxes and placing them in an area designated by the location administrator.

5.14.4 When delivering desktops and laptops/hybrid with docking solutions, keyboard, mouse, and monitor, Awardee must perform setup.

5.14.5 When delivering laptops/hybrid in carts the cart will be securely fastened in transport vehicle.

5.14.6 For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrid. SBBC will evaluate a sample of an initial wired cart completed by vendor before commencing with deployment of carts to ensure it meets SBBC's standard of quality. This will be done for every cart type and model during the life of this contract.

5.14.7 For **Project Based deliveries**, a representative for the Awardee, a school representative and IT will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD).

5.14.8 For **Non-Project Based deliveries**, a representative for the Awardee and a school representative will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD).

5.15 SIGN-OFFS

5.15.1 Awardee provides the school/department with a Proof of Delivery (POD)

5.15.2 When all serial numbers have been verified, any Dead-On Arrival (DOA) units have been identified and any additional notes are completed, the three representatives will sign and date (in BLUE ink) the POD and all parties will retain a copy. The Awardee will retain the Original signed copy.

5.15.3 Awardee's Project Manager is responsible to coordinate with the manufacturer any DOA replacements.

5.15.4 Awardee is responsible to electronically scan the signed POD and send a copy to IT along with an .xlsx file of the serial numbers.

5.15.5 Awardee is responsible for identifying the serial number of the DOA and the serial number for the corresponding replacement.

5.16 COMPUTER NAMING INSTRUCTIONS. In this document, the following terms and their respective meanings are used:

(a) location = the location number of school or department
(b) project type = acronym of special project type (if applicable)
(c) room = the FISH number of the room in which the device is located
(d) device = the sequential number of the computer being named. Ex. 01 is the first computer, 02 is the second computer, and so on.

5.16.1 Complete names must be limited to a maximum of 15 characters.

5.16.2 Non-Project based computer naming = Refers to devices that are purchased by individual schools.

5.16.2.1 Desktop Workstations Location#-room-device (e.g., 0011-201-D01)

5.16.2.2 Wireless Carts Location#-Cxx-device (xx is the cart number) (e.g. 0011-C02-09, 0011-C02-10)

5.16.2.3 Student Laptops Location#-room-L# (e.g., 0011-201-L01, 0011-201-L02, etc.)

5.16.2.4 Teacher Laptops Location#-room-T# (e.g., 0011-201-T1, 0011-201-T2, etc.)

5.16.2.5 Project based computer naming = Refers to devices that are purchased as a project. IT will provide the naming conventions.

5.16.2.6 Special Projects – Naming convention may vary, IT will provide necessary information (e.g., SMART or

Digital 5 funded projects) Location#-SM#-L# (0241-SM124-L01 etc.); Digital 5, Location-SMD5 FISH#-SN# (2261-SMD5123-S02).

5.16.2.7 Location Numbers may be obtained from the site's Technology Support Specialist, bookkeeper, or office manager.

SECTION 6 – MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. The Awardee shall comply with the following insurance requirements throughout the term of this Agreement.

1. **General Liability.** Limits not less than $2,000,000 per occurrence for Bodily Injury/ Property Damage; $4,000,000 General Aggregate. Limits not less than $4,000,000 for Products/Completed Operations Aggregate.

2. **Professional Liability/Errors & Omissions.** Awardee shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than $2,000,000 per occurrence covering services provided under this Agreement. Vendor must maintain $4,000,000 aggregate until the end of the warranty period.

3. **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

4. **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

   If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

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

5. **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

6. **Verification of Coverage** Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   i. New vendors will receive an email notification requesting account verification and insurance agent information.
   ii. Existing vendors will receive an email notification of the current status.

6. **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
   i. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured.
   ii. All liability policies are primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.
   iii. Certificate Holder: **The School Board of Broward County, Florida, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301**

7. **Cancellation of Insurance.** Awardee is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is canceled.

8. **Acceptability of Insurance.** The School Board of Broward County, Florida, reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

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SECTION 7 – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

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

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

Nondiscrimination:

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

CERTIFICATION APPLICATION INSTRUCTIONS

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

Important Points to Remember:

Please submit any ESVMWBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval processes typically take up to thirty (30) days after receipt of the completed application. For Information on "How to become certified", visit our website at www.browardschools.com/sdop

INDUSTRY CATEGORIES PER BOARD POLICY 3330:

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

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

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

DEFINITIONS:

V. **Industry Categories** – procurement groupings for the SBBC inclusive of construction, professional services, other services, and goods (i.e., manufacturing, wholesale, and retail distribution of goods). This term may sometimes be referred to as "**business categories."**

3. Construction: New construction, remodeling, renovations, leasing, lease-purchasing, day labor projects, additions to any educational building, or ancillary facility projects.

- *The annual Aspirational Goal for M/WBE participation in SBBC construction contracts has initially been established at fifty percent (51%) MBE contract participation (10% African American, 5% Asian American, 35% Hispanic American, and .5% Native*

American) and three percent (3%) WBE based upon the industry availability estimates in accordance with the District's 2023Disparity Study findings.

4. Architecture & Engineering: Services within the scope of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment practice.

- *The annual Aspirational Goal for MBE/WBE participation in SBBC architecture & engineering contracts has initially been established at thirty-eight percent (38%) MBE contract participation (2% African American, 5% Asian American, 31% Hispanic American) MBE contract participation and twenty percent (20%) WBE contract participation based upon the industry availability estimates in accordance with the School District's 2023 KIR Disparity Study Update findings.*

5. Professional Services: Services within the scope of accounting, advertising, and marketing, legal services, consulting, information technology, web development and design, software development, and user experience development. Professional services require specialized knowledge and skill, usually of a mental or intellectual nature, and often require a license, certification, or registration in connection with his or her professional employment practice.

- *The annual Aspirational Goal for MBE/WBE participation in SBBC professional services contracts has initially been established at thirty-six percent (36%) MBE contract participation (5%) African American, (22%) Asian American, (9%) Hispanic American) MBE contract participation and twenty-nine percent (29%) WBE contract participation based upon the industry availability estimates in accordance with the District's 2023KIR Disparity Study Update findings industry availability estimates in accordance with the School District's 2023 KIR Disparity Study Update findings.*

6. Other Services: Services rendered by individuals and firms who are independent contractors, which may include evaluations, consultations, maintenance, security, management systems, management consulting, educational training programs, research and development studies, or reports on the findings of consultants engage there under, and professional, technical, and social services.

- *The annual Aspirational Goal for MBE/WBE participation in SBBC other services contracts has initially been established at forty-five (45%) MBE contract participation (22%) African American, (1%) Asian American, (21%) Hispanic American, and (1%) Native American) contract participation and ten percent (10%) WBE contract participation based upon the industry availability estimates in accordance with the District's 2023 KIR Disparity Study Update findings.*

7. Goods: Supplies, materials, goods, merchandise, food, equipment, information technology, and other personal property, including a mobile home, trailer, or other portable structure with less than 5,000 square feet of floor space, purchased, leased, or otherwise secured by contract.

- *The annual Aspirational Goal for MBE/WBE participation in SBBC goods contracts has initially been established at fifty-six (56%) MBE contract participation (9%) African American, (4%) Asian American, (43%) Hispanic American) and eight percent (8%) WBE*

contract participation based upon the industry availability estimates in accordance with the School District's 2023 KIR Disparity Study Update findings

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

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

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

African Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic Americans: Persons of; Mexican, Puerto Rican, Cuban, Dominican, or other Spanish or Portuguese culture or origin, regardless of race, or Central and South American origin.

Asian Americans: Persons having origins in any of the original peoples of Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong; India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.

Native Americans: Persons having no less than one-sixteenth (1/16th) percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Minority Women-Owned Business Enterprise (M/WBE) – a firm that is certified as either a minority business enterprise or as a Women-Owned enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or

women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

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

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

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

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

A Mandatory Subcontracting API has been implemented on this ITB:

Mandatory Subcontracting for Prime Bidders: Under Group 3 (Deployment) of this ITB, A mandatory ESVMWBE Subcontracting API has been implemented for Prime Bidders.

Documentation and Certification: All bidders/proposers must submit Document 00471 (see Attachment A) at the time of submission. ESVMWBE proposers/bidders are responsible for providing a copy of EDDC-Certificate.

Document 00470- and Document 00475 must be completed and submitted with Bid documents.

Visit https://www.browardschools.com/sdop for information on "How to become EDDC Certified", and to access the list of current SBBC certified firms.

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

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

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

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SECTION 8 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement & Warehousing Services **on or before 2:00 p.m. ET on the date due** for bid to be considered**.** Bids shall be opened at 2:00 p.m. ET on the date due. Bids submitted by email, telegraphic or facsimile transmission shall not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute Attachment D "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the bid being considered "non-responsive" and bid rejected**.**

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to the quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

   All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in the determination of an award of the bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of agreements for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.

   b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

   c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

   d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. Instead of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

   e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of the request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement & Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless the actual date of delivery is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement & Warehousing Services no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum shall be issued.

6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).

11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 5 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (continued…)

12. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the Agreement.

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications, and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.

14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Agreement, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of agreement.

16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination based on age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.

19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits, and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Agreement as a result of their bid.

20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of the bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.

21. **CANCELLATION:** In the event, any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, a recommendation shall be made to SBBC for immediate cancellation.

22. **IRREVOCABILITY OF BID**: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.

23. **INFORMATION NOT IN ITB**: No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.

24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.

25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.

26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

27. **SUBSTITUTIONS:** SBBC *SHALL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.

28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.

30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.

31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of an agreement entered into as a result of this bid or (b) the termination date under any applicable period of extension under an agreement entered into as a result of this bid.

32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete Agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the Agreement term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this Agreement and were connected to the SBBC's network.

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

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

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

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. (continued….)

37. (Continued):
Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due. The address for bid submittal, including hand-delivery and overnight courier delivery, is indicated as 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement & Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. A packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.

40. **USE OF OTHER AGREEMENTS:** SBBC reserves the right to utilize any other SBBC agreement, any State of Florida Agreement, any agreement awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **LIABILITY: Any bid that fails to accept these conditions shall be rejected as "non-responsive."**
   a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

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

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW**: This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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 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 [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

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

CERTIFICATION

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

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

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

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

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

48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.

e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for an award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The School Board of Broward County, Florida, M/WBE certified vendor;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If the application of the above criteria does not indicate a priority for an award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for a bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the ITB form.

51. **DISPUTES**: In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

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

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this Agreement must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to the submission of Bid. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit** www.browardschools.com/sdop.

53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.

54. **SBBC PHOTO IDENTIFICATION BADGE:**

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the Agreement to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of an Agreement Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from the date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**

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

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

56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.

57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. (continued….)

57. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

58. **NONCONFORMANCE TO AGREEMENT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
   a) For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
   b) All departments being advised not to do business with Awardee.

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

60. **TERMINATION:** This ITB award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days written notice that SBBC is terminating the ITB award.

61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the Agreement term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this Agreement, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. The awardee shall be required to respond to this request within three (3) days of the request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this Agreement. No response to this request shall indicate that Awardee is unable to offer the item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of Agreement. Each purchase shall be considered separate and apart from each other.

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

(continued)

63. *Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any contract with Awardee.*

64. **PROPRIETARY INFORMATION**: Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent, a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public record request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. The awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

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

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

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

67. **NONDISCRIMINATION:** As a condition of entering into the award of this ITB, Awardee represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

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

68. **ANNUAL APPROPRIATION**: SBBC's performance and obligations under this ITB is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this ITB, this ITB may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

69. **EXCESS FUNDS**: Any party receiving funds paid by SBBC under this ITB agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

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

71. **NO THIRD PARTY BENEFICIARIES**: The parties (SBBC and Awardee) expressly acknowledge that it is not their intent to create or confer any rights or obligations under this ITB in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this ITB. The parties agree that there are no third-party beneficiaries to this ITB and that no third-party is entitled to assert a claim against any of the parties based upon this ITB. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any ITB.

72. **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this ITB, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this ITB may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 60.

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

74. **RIGHTS AND REMEDIES**: The duties and obligations imposed by this ITB and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

[THIS SECTION IS INTENTIONALLY LEFT BLANK]

SECTION 9 – FORMS AND ATTACHMENTS

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) FORMS

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

Document Number 00470
Attachment _____

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

SOLICITATION #:	
PROJECT #:	

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

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: Yes No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)
1		$	%
2		$	%
3		$	%
	TOTAL SUBCONTRACTOR PRICE	**$**	**%**

S/M/WBE SUBCONTRACTOR SIGNATURE

(Signature) S/M/WBE Subcontractor	**Title**
(Print) Name of S/M/WBE Subcontractor	**Date**

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

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

Document Number 00475
Attachment_____

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

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE

SOLICITATION INFORMATION

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

ORGANIZATION STATUS

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

*Percentage of Work= Amount Agreed Upon Price divided by Bid Total Value

TOTAL PARTICIPATION % & DOLLAR AMOUNT: 100% $

BID TOTAL VALUE: $

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

Bidder/Proposer Signature	Name & Title (Print)	Date

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

ATTACHMENT B – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL BIDDERS.

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

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

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

Check one of the following and sign:

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

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

Signature

Company Name

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT C – DEBARMENT

MUST BE COMPLETED BY ALL BIDDERS.

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

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

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

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

_____ _____
Signature(s) Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

INSTRUCTIONS FOR CERTIFICATION – SUPPLEMENT FOR ATTACHMENT C

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

ATTACHMENT D – DRUG FREE WORK PLACE

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall 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 shall abide by the terms of the statement and shall 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. Shall 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. I 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 ☐

_____
(Type of Identification)

Notary Public State of: _____

My commission expires: _____

_____
(Printed name of notary public)

_____
(Notary Public Signature)

(seal/stamp above)

ATTACHMENT E – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES

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

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

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

Signed: _____

Print/Type Name: _____

Title: _____

Sworn to and subscribed before me this _____day of _____, _____.

Notary Public Signed: _____

Notary Public Print: _____

Notary Stamp Below:

ATTACHMENT F – MAILING LABEL

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

FROM: _____
(Company Name)

TO:

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

ATTN: Ernesto Perez
BID: ITB24-236-1 –
Technology Computing Devices, Accessories, and Deployment Services

ATTACHMENT G – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Vendor Name: _____

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

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

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

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

SECTION 10 – STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, before the Bid Due Date established within, to:

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

This information shall help SBBC in the preparation of future Bids.

Company Name: _____

Contact: _____

Contact's Email: _____

Telephone: _____

✓	**Reasons for "NO Bid":**
☐	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 Invitation to Bid.
☐	Unable to hold prices firm through the term of the Agreement period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

_____

_____

_____

_____

Signature: _____ Date: _____

END OF ITB

OIG 25-020-M

EXHIBIT 11

For more information, please contact:
Name: Matthew Bradford
Title: Task Assigned, Chief Information Officer
Phone: 754-321- 2607

EXECUTIVE SUMMARY

Recommendation to Reject All Bids
ITB24-236-1 - Technology Computing Devices, Accessories, and Deployment Services

---

Board Meeting Date: July 23, 2024

Requested Action
Approve the Rejection of all bids received for Invitation to Bid (ITB) ITB24-236-1 - Technology Computing Devices, Accessories, and Deployment Services.

Impact if the Board Voted Yes or No

If the Board votes "Yes," Procurement & Warehousing Services (PWS) will be able to address previously omitted mandatory conditions outlined by Florida State Statute. Additionally, PWS will issue new solicitation requests utilizing a different procurement method, Request for Proposal, which will be better tailored to the type of services/products being sought. These solicitations will entail more precisely defined requirements by product category, thereby reshaping the current process and protecting the best interests of The School Board of Broward County, Florida (SBBC).

If the Board votes "No," This would not allow PWS to fulfill the mandatory conditions stipulated by the State of Florida, while also releasing more suitable types of solicitations with revised specifications for the services mentioned above.

Background/History
This ITB was meant to increase the variety of computing devices available to students and staff throughout the District. One of the mandatory conditions outlined by the Florida Statute was inadvertently omitted from the ITB. Additionally, the staff has decided to split one Invitation to Bid (ITB) into separate Requests for Proposals (RFPs). This change will enable the District to outline the requirements of each product category more precisely, thereby potentially broadening the pool of qualified vendors, including those classified as ESMVWBE.

This bid is recommended for rejection to allow staff to address the omitted mandatory requirement, revise specifications, and rebid with a more appropriate solicitation type. Rejecting all bids received is thus in the District's best interest, facilitating the issuance of new solicitations with revised specifications.

Alignment to 2027 Goals and Guardrails
Guardrail 2 Equity, Guardrail 3 School Support

Measurable Outcome(s)/Return on Investment
N/A

Procurement Method
In accordance with Section 6A-1.012(1)(a), F.A.C., the term "competitive solicitation" shall be defined for the purposes of this policy as purchasing made through the issuance of an invitation to bid, request for proposals, or an invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of Section 1006.27, Florida Statutes, or under any available exemptions or alternatives permitted under applicable law or rules, including, without limitation, Section 6A-1.012, F.A.C., and this policy.
A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB24-236_TechnologyComputingDevicesAccessoriesandDeploymentServices_Addendum.pdf

Financial Impact
There is no financial impact to the District.

OIG 25-020-M

EXHIBIT 12

ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS

This form is Mandatory and *must* be completed and submitted with bid proposal.

Document Number 00471

Bidder/Proposer Assurance Statement

SOLICITATION #:
SOLICITATION TITLE:

NOTE TO BIDDERS:
All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)

INSTRUCTIONS: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDDC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDDC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation? Yes ☐ No ☐
2. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDDC Forms:*

Link to download Forms:

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf

Post – Award Monthly Compliance Monitoring/Reporting Requirements.
Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.
Document Link: https://browardschools.smwbe.com

I attest that I have read, understood, and will comply with the EDDC Requirements.

Name/Title: _____

Signature: _____ Date: _____

Economic Development & Diversity Compliance Department
7720 West Oakland Park Blvd., Suite 319, Sunrise, FL 33351 ▪ (754) 321-0770 www.BrowardSchools.com/SDOP

OIG 25-020-M

EXHIBIT 13

From: Marleen Padron
To: Barbara D. Mash
Cc: Jennifer D. Andreu
Subject: Fw: Reject Computer Bid
Date: Wednesday, June 12, 2024 10:04:33 AM
Attachments: image001.png
image002.png
image003.png
image004.png
ITB24-236-1 - Award Recommendation 6.13.2024.pdf
Outlook-ysxwgpo5.png
Outlook-mwkdhux5.png

Hi Barb,

Please see the attached revised Award Recommendation for ITB24-236-1. I have updated the documents so the dates match.

Thank you,
Marleen Padron
Purchasing Agent II
Procurement and Warehousing Services
7720 West Oakland Park Blvd - Suite 323
Sunrise, FL 33351
TSSC Building Phone: 754-321-0555
Email: marleen.padron@browardschools.com
http://www.BrowardSchools.com/PWS

Click here for current procurement opportunities for The School Board of Broward County, FL.

Under Florida law, e-mail addresses and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.
The School Board of Broward County, Florida, expressly prohibits bullying, including cyberbullying, by or towards any student or employee. See Policy 5.9: Anti-Bullying for additional information.

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Wednesday, June 12, 2024 9:23 AM
To: Marleen Padron <marleen.padron@browardschools.com>
Cc: Barbara D. Mash <barbara.mash@browardschools.com>
Subject: RE: Reject Computer Bid

Marleen,

Yes, please post before 9:00 am. Send Barbara the revised copy now to upload.

Thanks,
Jennifer

From: Marleen Padron <marleen.padron@browardschools.com>
Sent: Wednesday, June 12, 2024 9:19 AM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Cc: Barbara D. Mash <barbara.mash@browardschools.com>
Subject: Re: Reject Computer Bid

Hi Jennifer,

Thais posted a Notice of Intent that the document will be posted tomorrow... Do I have your approval to post award of recommendation tomorrow morning?

Best,

Marleen Padron
Purchasing Agent II
Procurement and Warehousing Services
7720 West Oakland Park Blvd - Suite 323
Sunrise, FL 33351
TSSC Building Phone: 754-321-0555
Email: marleen.padron@browardschools.com
http://www.BrowardSchools.com/PWS

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From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Wednesday, June 12, 2024 9:09 AM

To: Marleen Padron <marleen.padron@browardschools.com>
Cc: Barbara D. Mash <barbara.mash@browardschools.com>
Subject: RE: Reject Computer Bid

Marleen,

Please change all the dates to today, 6/12/24 and it is approved.

Barbara,

Please put the final version in Granicus.

Thanks,
Jennifer

From: Marleen Padron <marleen.padron@browardschools.com>
Sent: Wednesday, June 12, 2024 9:08 AM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Cc: Barbara D. Mash <barbara.mash@browardschools.com>
Subject: Re: Reject Computer Bid

Hi Jennifer,

Yes. I will be posting the Award of Recommendation to DemandStar as soon as you approve it.

Best,
Marleen Padron
Purchasing Agent II
Procurement and Warehousing Services
7720 West Oakland Park Blvd - Suite 323
Sunrise, FL 33351
TSSC Building Phone: 754-321-0555
Email: marleen.padron@browardschools.com
http://www.BrowardSchools.com/PWS

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From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Wednesday, June 12, 2024 9:06 AM
To: Marleen Padron <marleen.padron@browardschools.com>
Cc: Barbara D. Mash <barbara.mash@browardschools.com>
Subject: FW: Reject Computer Bid

Marleen,

Are you handling this in the absence of Thais?

Thanks,
Jennifer

From: Jennifer D. Andreu
Sent: Wednesday, June 12, 2024 9:05 AM
To: Thais Clemente Oliveira De <tsouza@browardschools.com>; Barbara D. Mash <barbara.mash@browardschools.com>
Cc: Marleen Padron <marleen.padron@browardschools.com>
Subject: RE: Reject Computer Bid

Thais,

Good morning. The Award Recommendation in Granicus is different than this one. Has it been posted yet?

Thanks,
Jennifer

From: Thais Clemente Oliveira De <tsouza@browardschools.com>
Sent: Tuesday, June 11, 2024 2:07 PM
To: Barbara D. Mash <barbara.mash@browardschools.com>; Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Cc: Marleen Padron <marleen.padron@browardschools.com>
Subject: RE: Reject Computer Bid

Barb,
ES and FAW are in the agenda folder.

Ms. Andreu,
Please see the attached award of recommendation for your review and approval. I did not further detail the reason for rebidding as we did in the ES. Please let me know your comments.

Marleen will post the Award of Recommendation on Thursday.

Thank you,

Thais Souza, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 West Oakland Park Blvd - Suite 323
Sunrise, FL 33351
P: 754-321-0541
tsouza@browardschools.com |https://www.browardschools.com/PWS

From: Barbara D. Mash <barbara.mash@browardschools.com>
Sent: Tuesday, June 11, 2024 12:55 PM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>; Thais Clemente Oliveira De <tsouza@browardschools.com>
Subject: Re: Reject Computer Bid

Okay, will do. I am waiting on Thais for the documents.



Thank you!

Barbara Mash, BS, CPP
Purchasing Agent III/Board Documents Manager
Procurement & Warehousing Services
7720 West Oakland Park Blvd – Suite 323
Sunrise, FL 33351

Phone: 754-321-0544
Fax: 754-321-0936
barbara.mash@browardschools.com
http://www.Browardschools.com/PWS

1496776726238_PastedImage



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

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Tuesday, June 11, 2024 12:51 PM
To: Thais Clemente Oliveira De <tsouza@browardschools.com>; Barbara D. Mash <barbara.mash@browardschools.com>
Subject: Reject Computer Bid

Barbara,

Please prepare and I will request that this is added.

Thank you,
Jennifer D. Andreu
Executive Director, Operations

OIG 25-020-M

EXHIBIT 14

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

(b) When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the ~~expiration of the~~ ~~two (2)~~ initial five (5) year term ~~extensions~~, and 180 calendar day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new Agreement award under protest can be approved by SBBC.

3.5 **Price Adjustments:**

3.5.1 Group 1(Laptops) and Group 2(Desktops):

Prices offered shall remain firm through the first three (3) years of the contract for laptops and desktop devices, groups 1 and 2 respectively. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing 30 days before the third-anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

3.5.2 Group 3 (Accessories): If a percentage (%) discount off the price list is offered for accessories, it shall remain fixed for the duration of the contract, including any extensions.

3.5.3 The Director, Procurement & Warehousing Services, may, at the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:

a. The volatility is due to causes wholly beyond the vendor's control and
b. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
c. The effect on pricing or availability of supply is substantial and
d. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing

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

3.7 **Evaluation & Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP to be further considered for evaluation. **Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation**. Those proposals that meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation, and any proposal that fails to accept these conditions will be rejected as "non-responsive**."

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Categories:

a.) Experience and Qualifications;
b.) Scope of Services;

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

c.) Cost of services will be determined by mathematical calculation by the Procurement & Warehousing Services Department;
d.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for the award.

The number of firms to be recommended is solely at the discretion of the Evaluation Committee.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

OIG 25-020-M

COMPOSITE EXHIBIT 15

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email and Phone:_____

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

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

4.2.2 Proposers must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 of this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

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

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

4.2.5 Complete and return, with your proposal, **Attachment H** - Affidavit **Use of Coercion for Labor and Services** of the RFP**. This is a required document**.

4.2.6 Complete and return, with your proposal, **Attachment Q – Device Specifications - This is a required document.**

4.2.7 Proposer must be an OEM (Original Equipment Manufacturer). OEM must provide any documentation, or certification that substantiates your status. **Attach a copy of the document with the submitted proposal**.

4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Goods/Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. **Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal**.

SECTION 5.0 – EVALUATION OF PROPOSALS

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

GROUP 1:
LAPTOP DEVICES

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	25
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	20
TOTAL	**100**

GROUP 2:
DESKTOP DEVICES

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	25
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	20
TOTAL	**100**

Note: In groups 1 and 2, Evaluation points for "Category D" shall be provided by the EDDC Department.
The SBBC shall award a maximum of twenty (20) points, to EDDC certified Prime Bidder/Proposer(s) for participation or a maximum of (10) points to Non EDDC certified primes utilizing an EDDC certified subcontractor.

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

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

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

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

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.2 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience, and scope of work responses. Group 1 and Group 2 will be evaluated separately. The RFP Evaluation Committee will score the proposals on the basis of (**Category A**) Proposer's Experience & Qualifications in accordance with Section 4.3.1 and (**Category B**) Scope of Work in accordance with section 4.3.2. All scores for steps 2, 3, and 4 will be calculated. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

Step 3: Cost Evaluation (Category C): SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the E/S/M/V/WBE information supplied in accordance with section 4.3.4 and the information requested and described further in **Attachment A.** All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

Step 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total. The scores from Categories C and D will be calculated according to the procedures outlined in Steps 3 and 4. For Categories A and B, which are scored by the Committee, the scores will be averaged before being combined with the scores from Categories C and D to determine the grand total.

5.4 **Tie Score:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value, then General Condition 7.55, Tie Bid Procedures shall apply.

5.5 **Committee Questions:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.
For questions related to Group 1 and Group 2 proposals, the committee will conduct exempt sessions with each proposer in alphabetical order. If a proposer has submitted proposals for both Group 1 and Group 2, the committee will address all relevant questions for both groups during a single exempt session.

5.6 **Committee's Recommendations:** A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject any or all of the submitted proposals. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate prior to making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second-highest-ranked Proposer, and so on until finished, or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

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

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

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

OIG 25-020-M

EXHIBIT 16

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

Proposers must specify the groups for which they intend to submit a proposal. To be considered for an award, proposers must provide complete information for all sections listed in the table below that pertain to the groups they are submitting a proposal:

Mark Group using and "X"	GROUPS	Sections required to be responded:
	Group 1 - Laptops	Proposers Experience & Qualification: from 4.3.1.1 through 4.3.1.12 Scope of Services & Performance Specifications: from 4.3.2.1 through 4.3.2.17 Cost of Goods/ Services: 4.3.3.1 Supplier Diversity Outreach Program Participation: 4.3.4
	Group 2 - Desktops	Proposers Experience & Qualification: from 4.3.1.1 through 4.3.1.12 Scope of Services & Performance Specifications: from 4.3.2.18 through 4.3.2.31 Cost of Goods/ Services: 4.3.3.1 Supplier Diversity Outreach Program Participation: 4.3.4
	Group 3 – Accessories	Excel Summary Sheet Tab 4 –**Optional– It will not be evaluated by the Committee and will not be awarded**
	Group 4 –Accidental Damage Protection	Excel Summary Sheet Tab 5 - **Optional– It will not be evaluated by the Committee and will not be awarded**

4.3.1 **Proposer's Experience & Qualifications – (Maximum 25 allowable points):**

All proposers must be Original Equipment Manufacturer (OEM). OEM, in the context of computer manufacturing, refers to a company that produces hardware and software, consistently delivering high-quality, innovative products that meet or exceed industry standards, which can lead to differentiation in the marketplace. To be successful, an OEM must establish a significant market presence with established relationships and a proven track record of sales and distribution, enhancing overall visibility and brand recognition. Furthermore, the company should prioritize customer satisfaction through robust support services and customer engagement to influence long-term loyalty and adoption rates. A clear strategic vision and roadmap for future product development that aligns with market trends and customer needs are essential, as is maintaining a solid financial foundation to support ongoing investment in research and development, marketing, and customer support.

When submitting proposals, please follow the order and format below, including header and sub-header titles.

4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 **History and Stability:** Provide a brief history of your company, including the number of years in business, any major milestones, proof of educational certifications, and any other relevant qualifications.

4.3.1.3 **Ownership and Management Structure:** Describe your company's ownership and management structure, including the names and titles of key executives.

4.3.1.4 **Financial Stability:** Provide financial statements for the past three years to demonstrate financial stability and capability.

4.3.1.5 **Company Reputation:** List any industry awards or recognition received. Provide information on client retention rates as an indicator of long-term satisfaction.

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

4.3.1.6 **Innovation and Future-readiness:** Provide an explanation of your commitment to innovation and future technology development and a roadmap for future products and services relevant to education.

4.3.1.7 **Educational Alignment**: Highlight any specialization in the education sector, including tailored products and services for K-12 schools. Detail any innovative solutions or products specifically designed for educational environments.

4.3.1.8 **Training and Support**: Describe training programs available for BCPS staff to ensure effective use of the devices. Outline support services, including helpdesk availability, response times, and escalation procedures.

4.3.1.9 **Compliance and Certifications**: List relevant certifications that indicate suitability for educational use (e.g., Common Criteria Certification, Energy Star). Ensure compliance with regulations such as FERPA (Family Educational Rights and Privacy Act) and COPPA (Children's Online Privacy Protection Act), and any other relevant legislation.

4.3.1.10 **Customer Service and Satisfaction:** The company should offer comprehensive support and maintenance services to ensure the devices (laptops and desktops) remain functional and up-to-date, which is critical for the continuity of educational activities. Describe the support network, including local and regional service centers. Provide customer satisfaction ratings or surveys from previous educational clients.

4.3.1.11 **References**: Provide a minimum of three references, clients either past or current, for whom Proposer has provided technology computing devices in a K-12 environment. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment E** to be provided with the proposal). Please be advised that all references submitted in response to this solicitation may be verified as part of the evaluation process.

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

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EXHIBIT 17

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

4.3.1 Proposer's Experience & Qualifications – (Maximum 25 allowable points):

When submitting proposals, please follow the order and format below, including header and sub-header titles.

4.3.1.1 Executive Summary: Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 Company Profile and Experience

4.3.1.2.1. Company Background

A. History and Stability: Provide a brief history of your company, including the number of years in business and any major milestones.
B. Ownership and Management Structure: Describe your company's ownership and management structure, including the names and titles of key executives.
C. Financial Stability: Provide financial statements for the past three years to demonstrate financial stability and capability.

4.3.1.2.2. Experience in Educational Settings

A. Understanding of Educational Needs: Explain your understanding of the unique needs of educational environments, such as supporting digital learning, ensuring student safety, and complying with educational regulations.
B. Relevant Experience: Detail your experience with technology deployments specifically in educational settings, including K-12 and higher education institutions.
C. Case Studies: Submit at least three case studies of similar projects completed within the last five years. Each case study should include the project scope, challenges, solutions, and outcomes. Alternatively, bidders may reference previous similar projects with participation as a subcontractor in educational settings, including K-12 and higher education institutions, if such projects are of similar nature and scope as defined in this RFP.
D. Customer Service: Provide customer satisfaction comments related to professionalism, responsiveness, and conduct.

4.3.1.3 Qualifications:

4.3.1.3.1 Technical Expertise

A. Vendor Certifications and Partnerships: List any relevant certifications (e.g., Microsoft, Apple, etc.) and partnerships with technology providers.
B. Staff Qualifications: Provide an overview of the qualifications and certifications of your technical staff, including project managers, engineers, and support personnel.
C. Deployment Methodology: Describe your deployment methodology, including planning, implementation, and testing phases. Highlight any structured approaches that minimize disruption to the educational environment.

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

4.3.1.3.2 Service and Support

A. Ongoing Support and Maintenance: Explain your approach to ongoing support and maintenance services, including service desk support, troubleshooting, and regular updates.
B. Training and Professional Development: Outline the training programs required of your staff on new technology.

4.3.1.3.3 Compliance and Security

A. Data Security and Privacy: Describe your data security and privacy measures, especially concerning data protection. Provide information on your compliance with relevant local, state, and federal regulations regarding technology use in educational settings.

4.3.1.3.4 Innovation and Future-Proofing

A. Adaptability and Scalability: Explain how your solutions are adaptable and scalable to meet future needs.
B. Innovation Track Record: Provide examples of how your company has innovated in the technology deployment space and how you stay current with emerging trends in education technology.

4.3.1.4 References: Provide a minimum of three references, School Districts either past or current, for whom Proposer has provided Technology Deployment Services. Acceptable references must be from an k-12 or higher education institution with a minimum of 100 school sites where the Proposer deployed a minimum of 3,000 devices on average per month. Alternatively, bidders are exempt from the 100 sites requirements and shall demonstrate the ability to support the deployment of 3,000 devices on average per month during any deployment campaign planned under the term of this RFP for an k-12 or higher education institution.
References shall include, at a minimum, the k-12 education institution or higher education institution's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See Attachment D to be provided with the proposal).

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

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

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

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

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted. ~~by the Evaluation Committee~~.

The delivery of the product from the manufacturer will be determined by SBBC.

Scope of Services & Performance Specification Matrix – Proposer shall complete Excel spreadsheet Tab 3 provided on DemandStar.

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

Proposers must complete and submit the price matrix as provided on the Excel sheet. Proposer shall not change any pricing formats, the description of the device, the quantity or change or add anything to this matrix. Any change to the matrix shall result in disqualification of entire proposal submitted. The formatted matrix shall be used to compare prices with other proposers and must ~~be~~ maintain a uniform ~~in nature for~~ structure for effective comparison. The total amount utilized for this comparison will be identified in the cell specified on the *Excel Summary Sheet, Tab2*, and will be used for determining section 4.3.3 Cost of Goods/Services points. The proposal with the lowest total amount will receive the maximum score of 20 points. This information is required to be considered for the award.

The Excel Spreadsheet contains three (3) Tabs. The Excel spreadsheet indicates the specific cell that will be used for price comparison.

4.3.3.1 – Cost Matrix (See Excel Sheet provided on DemandStar.com).

The following is a list of the tabs contained in the Excel spreadsheet:

- TAB 1- Company representative: Proposer(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

- TAB 2 – Group 1–Deployment Cost -Proposer shall provide prices on every item listed in Group 1. Failure to state the individual price for any item within Group 1 shall result in the disqualification of the entire group.
  Note: Estimated quantity is only used for calculation purposes. The number of device deployments may be greater or less than the estimated quantity provided.

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

- TAB 3 – Scope of Services & Performance Specifications -This Tab shall be utilized by Proposer to indicate their ability to meet Scope of Services & Performance Specifications as part of Section 4.3.2 of this RFP.
  If the Proposer leaves the response section(s) blank, it shall indicate that the Proposer agrees and fully complies with each Scope of Services & Performance Specifications of the RFP.
  The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.

Evaluation of Points

The proposal with the lowest price will receive the maximum score of 20 points.

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

Example:	Lowest Price Proposed			Maximum Allotted		Assigned
	Next Proposer's Price		X	Points	=	Score
Example:	$1,650.00					
	$2,000.00	(.825)	X	20	=	16.5 points

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

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

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC): SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc.

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

Industry–Specific Remedial Affirmative Procurement Initiative (API): Goal Setting Committee (GSC) has assigned the following API:

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

The Evaluation Preference for "Prime Bidders: The SBBC shall award a maximum of Twenty (20) Evaluation Preference points to EDDC Certified Prime Bidder/Proposer(s) for participation: For Non-EDDC Certified Prime Bidder/Proposer(s) A MANDATORY 20% E/S/V/M/WBE Subcontracting Goal applies.

Documentation and Certification: *In Order to receive Preference Points,* The following Forms must be submitted with Proposal at time of submission:

- Document 00471 – Bidder/Proposer Assurance Statement
- Document 00470 – Statement of Intent
- Document 00475 – Subcontractor Participation Schedule
- A copy of the subcontractor/subconsultant(s) EDDC Certificate.

To access the list of current E/S/V/M/WBE certified firms and information on how to become certified, visit https://www.browardschools.com/sdop.

Reporting Requirements:

MANDATORY - Post-Award Monthly Compliance Monitoring/Reporting Requirements:
Proposals that result in contracts being awarded must fully participate and comply with the EDDC Program Requirements.

If awarded, ALL awardees shall log into the SDOP Management System powered by B2Gnow.
Prime vendors must report all revenue and payment sources generated from the contract, and all payments made to E/S/V/M/WBE subcontractors must be reported by the 10th of every month.

NOTE: In addition, any changes to the utilization and/or subcontracting plan, as well as any substitutions, deletions, and/or terminations, must be approved in advance and in writing by the EDDC Department.

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EXHIBIT 18

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

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

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

4.2.2 Proposers must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 of this contract? ☐ Yes ☐ No Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.

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

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

4.2.5 Complete and return, with your proposal, Attachment G - Affidavit Use of Coercion for Labor and Services of the RFP. This is a required document.

4.2.6 The Proposer's warehouse shall be physically situated within the tri-county area comprising Broward, Palm Beach, or Miami-Dade Counties. The warehouse must have a minimum of 10,000 square feet of usable space and must have been operational at the specified location for no less than one (1) year before the submission of the proposal. The Proposer shall provide verifiable documentation evidencing both the location of the warehouse and the duration of its establishment as part of the proposal submission. This is a required document and failure to provide it as requested herein shall result in the disqualification of the proposal.

4.3 Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Services, Supplier Diversity Outreach Program Participation): This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format and organizational structure stated, and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

OIG 25-020-M

EXHIBIT 19

Established 1915
BROWARD
County Public Schools

Procurement & Logistic Operations
Jennifer Andreu, Executive Director
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774
jennifer.andreu@browardschools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

September 24, 2025

Brian Farrell, Manager/President
iPhone and iPad Warehouse, LLC
d/b/a Phone and Pad Warehouse
5600 N.W. 12th Avenue, Suite 305
Fort Lauderdale, Florida 33309

RE: RFP25-078 - Technology Devices Deployment Services

To Whom It May Concern:

Attached is the executed Agreement between The School Board of Broward County, Florida, and iPhone and iPad Warehouse, LLC d/b/a Phone and Pad Warehouse. This is the result of the School Board's approval on September 16, 2025, for Item OO-19. Full details are outlined in the Agreement.

Sincerely,

Jennifer D. Andreu
Jennifer D. Andreu (Sep 25, 2025 15:29:50 EDT)

Jennifer D. Andreu, Executive Director
Procurement & Logistic Operations

JDA: bm
Attachment(s)

cc: Thais Souza, Purchasing Agent IV
Maximo Rosario, Director, Technology Support Services
Annmarie Richards, Advocacy & Compliance Coordinator, Economic Development Opportunities & Compliance

Status: REVISED

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2025-09-16	Regular School Board Meeting
CATEGORY:	OO. Operations
DEPARTMENT:	Procurement & Logistics Operations

Agenda Item Number:	OO-19.
Consent or Open Item:	Open
Special Order:	NO
Time for Special Order:	

TITLE:

RFP25-078 - Technology Devices Deployment Services
(This is a Companion Item to OO-18.)

REQUESTED ACTION:

Approve the Agreements for Award of Request for Proposal (RFP) RFP25-078 - Technology Devices Deployment Services with the following two (2) Vendors: 1) iPhone and iPad Warehouse, LLC d/b/a Phone and Pad Warehouse; 2) Broadway Typewriter Company d/b/a Arey Jones Educational Solutions. District-wide.

RATIONALE:

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

EXHIBITS:

- Executive Summary
- Financial Analysis Worksheet
- Agreements-2
- Memo to Revise

FINANCIAL IMPACT:

$2,703,125. The funds will come from the capital budget and District-wide school and department budgets.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes

Guardrail 2: Equity **OR** **Business Operations**

BOARD ACTION:

(For Official School Board Records Only)

APPROVED

SOURCE OF ADDITIONAL INFORMATION

Name:	Wanda F. Paul	Phone:	754-321-2659
Name:	Olen Davis	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Wanda F. Paul, Chief Operations Officer

Signature

Wanda F. Paul, Chief Operations Officer Sep 9, 2025

Electronic Signature
Form $4189 Revised 7/24
HH/JJS

Approved in Open Board Meeting On: September 16, 2025

By: Debra Hixon

School Board Chair

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

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

and

IPHONE AND IPAD WAREHOUSE LLC
d/b/a PHONE AND PAD WAREHOUSE
(hereinafter referred to as "Vendor"),
whose principal place of business is
5600 NW 12th Avenue, Suite 305
Fort Lauderdale, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP25-078 – Technology Devices Deployment Services; dated October 15, 2024 and Addendum No. 1, dated November 8, 2024 ("RFP"), all of which are incorporated herein by reference, for the purpose of receiving proposals for Technology Devices Deployment Services; and

WHEREAS, Vendor in response to the RFP, submitted a proposal dated November 15, 2024 ("Proposal") which is incorporated herein by reference; and

WHEREAS, SBBC desires and Vendor wishes to provide Technology Devices Deployment Services for the configuration, installation, and distribution of technology, covering both educational and administrative needs, including etching, imaging, and installation for end-users District-wide; and

WHEREAS, SBBC's use of Vendor's Technology Devices Deployment Services shall enhance SBBC device utilization and student performance while improving teacher productivity through the effective integration of technology in classrooms, and also increase efficiency in resource management;

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

ARTICLE 1-RECITALS

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

REVISED

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.**

(a) The term of this Agreement commences on September 16, 2025 ("Effective Date") and concludes on September 15, 2030 ("Initial Term"), unless terminated earlier pursuant to Section 3.05 of this Agreement. The Initial Term of this Agreement may, by mutual agreement between the parties, be extended for one hundred eighty (180) calendar days beyond the expiration date. SBBC's Procurement & Warehousing Services Department, will, if considering such an extension, submit a letter to Vendor requesting Vendor's consent to the extension, prior to the expiration of the Initial Term.

(b) In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of this Agreement to provide the original Agreement term as stated in the RFP. When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the Initial Term and the one hundred eighty (180) calendar day extension, awarded under this RFP, for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

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

First: This Agreement; then
Second: Addendum No. 1 to RFP25-078; then
Third: RFP25-078 – Technology Devices Deployment Services; then
Fourth: Proposal submitted in response to the RFP by Vendor

2.03 **Description of Services Provided.** Vendor shall provide SBBC with the Scope of Services for Technology Devices Deployment Services ("the Services") as described in the Proposal and in compliance with this Agreement, the RFP, its Addenda, and as specified in "Scope of Services" attached hereto and incorporated into this Agreement by reference as **Exhibit A**.

2.04 **Cost of Services.** Vendor shall provide SBBC with a written quotation for the Services specified in **Exhibit A**, to the school or department requesting the Services. Vendor agrees that the prices for the Services specified in "Annual Deployment Cost" and the letter from Vendor to SBBC dated February 19, 2025 concerning price reduction, attached hereto and incorporated into this Agreement collectively by reference as **Exhibit B**, shall remain firm through the first three (3) years of this Agreement. Vendor may submit a written request for price adjustment, with proper documentation justifying the adjustment, thirty (30) days before the third anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to Vendor for correction. Price adjustment requests shall not exceed three percent (3%).

2.05 **Payment.**

(a) For all SBBC orders, SBBC shall request a quote for the Services rendered under this Agreement, that shall be used to create a purchase requisition. SBBC shall provide Vendor with a valid purchase order.

(b) Vendor shall submit accurate and appropriate invoices specifying the goods and/or services provided to SBBC under this Agreement, to the following address: The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 Southeast Third Avenue, 8th Floor, Fort Lauderdale, Florida 33301. All such invoices are subject to the approval of the Department Director or School Principal.

(c) SBBC shall make payment to Vendor within thirty (30) calendar days of SBBC's receipt of Vendor's accurate and appropriate invoice, provided that the Services have been rendered by the Vendor in accordance with the requirements set forth in the RFP, Proposal, and this Agreement.

2.06 **SBBC Disclosure of Education Records.**

(a) SBBC students and/or staff will provide Vendor with the education records listed in this section for the following purpose(s):

1) For Vendor to provide warranty services for laptops and desktop devices.

(b) SBBC students and/or staff will provide Vendor with the following education records, via access to the devices during repair:

1) Student first and last name
2) Employee first and last name
3) Any education records on the device at time of repair

(c) FERPA Exception to Consent: Vendor is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

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

2.07 **Vendor Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state

or federal law or regulation regarding the confidentiality of student information and records; and

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

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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

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

3) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred

by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

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

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

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

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

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide Vendor with the employee records listed in this section for the following purpose(s): For Vendor to provide warranty services for laptops and desktop devices.

(b) SBBC staff will provide Vendor with the following employee records, via access to the devices during repair:

1) Employee first and last name
2) Employee email address
3) Any employee records on the device at time of repair

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

2.09 **Vendor Safeguarding the Confidentiality of Employee Records**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **Auditing of Data Protections Controls.**

(a) Vendor or any of Vendor's subcontractors with access to SBBC data shall provide an attestation stating the Vendor and/or Vendor's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by Vendor or by any of Vendor's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) Protect SBBC against unauthorized access, unauthorized disclosure, and damage; and

2) Reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data; and

3) Ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet Vendor's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) Monitor compliance with established security controls.

(c) Additionally, the Vendor and/or the Vendor's subcontractors with access to SBBC data shall, at minimum, annually receive a third-party audit of their security controls showing continued compliance with acceptable security standards and maintain compliance during the term of this Agreement. The Vendor shall provide SBBC an attestation of continued compliance by Vendor and/or Vendor's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

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

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to Vendor's records from the Effective Date of this Agreement, for the duration of the

term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

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

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

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

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

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

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

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer Office of the Chief Information Officer. The School Board of Broward County, Florida 7720 West Oakland Park Blvd., 2nd Floor Sunrise, Florida 33351
To Vendor:	Brian Farrell, Manager/President IPHONE AND IPAD WAREHOUSE LLC d/b/a PHONE AND PAD WAREHOUSE 5600 NW 12th Avenue, Suite 305 Fort Lauderdale, Florida 33309 Email: brian@ppwstores.com

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

2.14 **Background Screening.** Vendor shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Vendor's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Vendor or its personnel providing any services under this Agreement. Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to Vendor and its personnel. The parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this

Agreement immediately for cause and with no opportunity required to permit Vendor to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

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

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

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

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

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

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

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

(b) Errors & Omissions. Vendor shall have and maintain Errors & Omissions insurance with limits of not less than $1,000,000 covering services provided under this Agreement.

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

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

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

(f) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15)

days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Vendor to remedy any deficiencies. Post award you will receive an email including a link to upload *(drag and drop)* your certificate of insurance.

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

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

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

3) Certificate Holder: The School Board of Broward County, Florida, Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

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

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

2.18 **Nondiscrimination.**

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

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

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

2.20 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingeut upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.21 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.22 **Incorporation by Reference.** **Exhibits A** and **B** attached hereto are incorporated into this Agreement by reference.

2.23 **Proprietary Information.**

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

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

2.24 **Affidavit Regarding the Use of Coercion for Labor and Services.** Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this

Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: Debra Hixon
Debra Hixon, Chair

Date: 9-16-2025

ATTEST:

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.07.17 16:03:02 -04'00'

Office of the General Counsel

|THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS|

FOR VENDOR:

(Corporate Seal)

IPHONE AND IPAD WAREHOUSE LLC
d/b/a PHONE AND PAD WAREHOUSE

ATTEST:

By: _____

_____, Secretary

Print Name: Brian Farrell

Title: President

-or-

Date: 7/15/25

Witness

Witness

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this July 15, 2025 (*date*) by Brian Farrell (*name of officer or agent, title of officer or agent*) of Phone and Pad Warehouse (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Driver License (*type of identification*) as identification and who ☐did/☐did not first take an oath this 15 **day of** July, 2025.

My Commission Expires:
October 21, 2025

_____
Signature – Notary Public

Sol Medina
Printed Name of Notary

(SEAL)

SOL MEDINA
Notary Public-State of Florida
Commission # HH 189654
My Commission Expires
October 21, 2025

HH 189654
Notary's Commission No.

Section 4.3.2 - Scope of Services & Performance Specification Matrix

Indicate your ability to meet each requirement using an "X" below				
Section	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	**SERVICES:** The following sections details our current deployment processes and services. The diagram and detailed information in **Attachment L** is intended to illustrate a general overview of the entire deployment services process. If the Awardee(s) can accomplish the device etching, imaging, and delivery to end-user process using fewer steps or processes, so long as all items and responsibilities are accomplished and the same end result is achieved, SBBC may be agreeable to alterations, upon mutual agreement. ~~All Awardee responsibilities from 4.3.2.2 to 4.3.2.10 shall be unchanged, regardless of process improvements that may be implemented in the future.~~	X		
4.3.2.2	**PROJECT MANAGER:** Awardee provides a Project Manager to perform the following responsibilities: a. Execute project according to the project plan. b. Once order is placed for device with manufacturer and PO issued, Awardee's Project Manager contacts the receiving SBBC site to obtain the proper naming conventions. Prior to receiving the devices at the warehouse, it is imperative to have the naming conventions. c. Develops forms and records along with SBBC to ensure that project activities are aligned with SBBC policies. d. Set up files to ensure that all project information is appropriately documented and secured. e. Monitors progress of projects, adjusts as necessary to ensure the successful on-time completion of each delivery, and updates progress in the online portal. f. Establishes a communication schedule to update stakeholders which includes appropriate staff in the organization or as determined by SBBC. g. Reviews the quality of the work completed with the SBBC's project team on a regular basis to ensure that project requirements are met. h. Work closely with SBBC's Project Manager to ensure project issues are resolved cooperatively and quickly. i. Attend, at a minimum, a weekly on-site or virtual meeting as requested by SBBC.	X		

4.3.2.3	**VENDOR COMPETENCY:** Awardee's installation team must be fully competent in the operation of the delivered computer product. SBBC reserves the right to require the Awardee provide a new qualified installer, should an Awardee's installer be found lacking in competency. Awardee will be found in violation of RFP if a competent installer is not supplied. Violation will result in moving to an alternate provider. a. Installers are required to attend an installer's meeting if scheduled by the SBBC Information Technology (IT) Division. IT provides at least three (3) days' notice prior to such meeting. When possible, SBBC in cooperation with the vendor will try to conduct these meetings at the installation site. b. Failure to attend or provide an alternate attendee to the Installer's Meeting is a violation of the bid. c. Frequency of the meetings is determined by the IT Division.	X		
4.3.2.4	**DELIVERY TO AWARDEE'S WAREHOUSE:** The delivery of the product from the manufacturer will be determined by SBBC. During this 15-day window, the deployment vendor is expected to reach out to the installation site to obtain the computer names (see section 4.3.4.16). It is the responsibility of the Awardee to accept delivery and prepare devices for deployment within a four (4) working day period. Under certain circumstances, it may be advantageous for a delivery from deployment vendor to be delayed beyond 4 days. Such a delay will be allowed up to 60 days after receipt of order (ARO) if requested, in writing, by a location administrator or IT Project Manager to the deployment vendor at no additional cost. Note: Awardee is responsible for verifying serial numbers upon acceptance of device delivery.	X		
4.3.2.5	**SBBC SITE DELIVERY:** Delivery is scheduled as follows: a. Project Based (District Wide Orders) - IT contacts the receiving SBBC site to schedule the delivery of the order and notifies the Awardee. b. Non-Project Based (Individual School/Department Orders) - Awardee contacts the receiving SBBC site to schedule the delivery of the order. IT is not involved in these deliveries.	X		

4.3.2.6	**PRE-INSTALLATION PREPARATION BY AWARDEE:** The Awardee must follow SBBC's installation process as described below. This process is further outlined in Section 4.3.4.12. Awardee's Warehouse must be physically located within the tri-county area (Broward, Palm Beach or Miami-Dade Counties) and has a minimum 10,000 square feet of warehouse space. a. Awardee must have a secure warehouse to receive and store large inventories until delivery date is identified. Each desktop, laptop and hybrid is imaged, provisioned and laser etched (if applicable), at this warehouse/storage location prior to delivery to SBBC sites. b. Awardee confirms that items ordered on the Purchase Order matches physical items received (i.e. Model Number). c. The Windows' operating system installed in accordance with SBBC's Microsoft Enrollment for Education Solutions (EES) licensing agreement. All 3rd-party software included on the image is also in compliance with all SBBC licensing agreements. Awardee, in fulfilling this bid requirement, shall not cause SBBC to violate any copyright provisions for software furnished to SBBC. d. SBBC creates an image and provides the Awardee with multiple hardware independent images that are used across the SBBC Standard Product line. e. Within four days of receipt of the computing devices from the manufacturer, the deployment vendor provides on-site delivery of the product and installation at no additional cost to the receiving SBBC site. f. Imaging, provisioning and laser etching and/or ultraviolet (UV) printing (if applicable), etching design must include logo and a minimum of three lines of text, covering at least 75% of the top cover unless otherwise specified by SBBC. g. Verification of the proper laser etch image and/or UV print (if applicable) applied to device will be based on whether devices are Project or Non-Project. h. Awardee applies laser etching and/or UV printing (if applicable) based on digital files provided by SBBC to laptops and hybrid only (desktops are not laser etched). i. Windows computer devices are imaged and provisioned specific to the school's network credentials prior to final delivery from warehouse to SBBC site. j. Installation must be consistent with the procedures described in the product manual and must conform to the installation procedures or specifications provided by SBBC at time of installation. k. Once imaging, provisioning, and laser etching and/or UV printing are complete, the device and its accessories must be returned to their original packaging. Ensure that the serial number on the box matches the serial number of the device. l. Laptops or Hybrids purchased for a cart are placed into the cart for safe transport to SBBC site. m. When carts are purchased with devices, power adapters are securely fastened and professionally routed in the cart for convenient access when charging the devices. Additionally, it is essential to verify that the power cords are in good working order. n. Awardee maintains a library of all SBBC images developed by SBBC during the term of this bid.	X		

4.3.2.7	**CONFIGURE LAPTOPS AND HYBRID CART/TRAY/CABINET** – Awardee completes the following at warehouse prior to delivery to SBBC Site: a. Carts ordered from the Technology Computing Devices Bid require power adapters for laptops or hybrid to be securely wired into carts. Upon completion of cart wiring, place laptops or hybrids into carts in preparation for transport to SBBC site. b. Record cart inventory on Proof of Delivery Sheet. c. Cart/tray/cabinet are defined below: d. A computer storage cart is a specialized mobile piece of furniture designed to store and organize computer equipment, accessories, and related technology. e. A computer storage tray is a flat, often shallow container or platform designed to hold and organize tablets and accessories. f. A computer storage cabinet is a non-mobile piece of furniture designed to securely store and organize computer equipment, peripherals, and related technology.	X		
4.3.2.8	**DELIVERY TO SBBC SITE:** Awardee provides inside delivery, F.O.B. (Free On Board) Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is: Awardee retains title and control of goods and is responsible for the risk of transportation. Title passes to buyer upon delivery to the site/school. a. Awardee provides flexible delivery and/or storage options, at no additional cost, including, but not limited to, mutually agreeable extended delivery hours, order consolidation, custom palletization. b. Shipping options shall allow for multiple addresses, and multiple locations for each address, on one or multiple purchase orders. c. Awardee must have a box truck with lift gate capabilities. d. In some cases, the Awardee shall configure pre-existing carts, with pricing based on the number of devices to be placed within the cart. e. Awardee is responsible for the product until delivered to SBBC sites. f. SBBC retains the right to refuse delivery of any damaged packaging resulting from reasonable cause of shipping. Product delivery must be scheduled when the school/center/department is open Monday through Friday 8:00 a.m. to 4:00 p.m. Eastern Standard Time (EST). Therefore, all deliveries shall be between 8:00 a.m. and 4:00 p.m. EST on business days excluding legal holidays or days during which SBBC is closed. Delivery shall not be performed on weekends or during designated SBBC holidays unless pre-arranged with school or site. g. Payment to Awardee will not be made until all items on the Proof of Delivery Sheet have been fulfilled. Neither the Awardee, nor its employees will initiate contact with persons at the SBBC site for the purposes of obtaining payment or the approval of payment.	X		

4.3.2.9	**GENERAL ONSITE INSTALLATION AND SYSTEMS INTEGRATION PROCEDURES-- LAPTOPS, HYBRIDS AND DESKTOPS:** a. SBBC will provide the Awardee with the most current information, including installation specifications to be used when installing the product. Refer to section 4.3.4.12. b. Awardee unpacks and installs peripherals, including but not limited to the mouse, keyboard, monitor, docking solution if ordered, and external speakers in areas specified by each site. c. Once verified, place laptops/desktops in carts or boxes as required. d. Awardee delivers desktop, laptops, hybrid or carts into their corresponding office, classroom or as specified by the location administrator. e. Awardee is responsible for configuring pre-existing carts not purchased on the Technology Computing Devices Proposal and is asked to provide pricing on the Bid Summary Sheet. f. For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrids. g. If a laptop/hybrid cart is included in the purchase, Awardee wires the power adapter in the cart and securely places the devices in the cart prior to delivery h. Awardee must verify network connectivity for all devices by powering each unit on, ensuring the device boots to Broward School's login, then verifying the computer name is correct for that school. i. In the case where the computer does NOT boot to the Broward Schools login, it is the Awardee's responsibility to reimage the device onsite following BCPS imaging process. j. Awardee is responsible for breaking down and discarding all boxes and packing materials to an area designated by location administrator. k. Awardee provides an electronic record of inventory as required by SBBC. l. Awardee sends a copy of the Proof of Delivery Sheet to IT upon completion of delivery and installation.	X		
4.3.2.10	**VERIFICATION OF ONSITE INSTALLATION**: Awardee provides the means by which SBBC personnel can randomly verify the content of the installed devices to ensure compliance with this bid. Items to be checked/inventoried include but are not limited to: the computer specifications	X		
4.3.2.11	**PROOF OF DELIVERY (POD) DOCUMENTATION:** Awardee must attach all packing slips/PODs to the OUTSIDE of each shipment. Failure to provide packing slip/POD attached to the outside of shipment may result in refusal of shipment at Awardee's expense. At a minimum, packing slip/POD shall reference: Purchase Order number; a complete listing of items delivered listing all serial numbers associated with each item; a listing of all back-ordered items. Additionally, a separate electronic copy of the school packing slip in a format that can be uploaded to SAP (i.e. Excel), including the serial numbers, four digit location number, and arrival date must also be forwarded to IT within 24 hours of delivery. In addition, all serial numbers must be included on invoices submitted to SBBC for payment. This process will be in accordance with the Proposer Information Package.	X		

4.3.2.12	**COLLABORATION WITH SBBC TECHNOLOGY SUPPORT SERVICES TEAM:** All windows computer installations at School Board of Broward County, Florida (SBBC) locations must be installed according to the information in sections 4.3.4.13 through 4.3.4.16. Note that the information contained herein is subject to change, and any will be forwarded to all involved parties one week prior to the intended effective date via email. The Awardee's installation personnel must be qualified to install and operate the hardware and operating systems for every device model being sold to SBBC by the manufacturer as stated in the RFP documentation. SBBC personnel will not assist in the installation of hardware or software. Windows Computer Installation Process Awardee is responsible to include laser etching and/or UV printing, imaging with an SBBC provided image, provisioning devices to SBBC site specific network, delivery to school/district location, verification of serial numbers, computer functionality, and packaging material cleanup.	X		
4.3.2.13	**DEVICE IMAGING:** a. SBBC will provide a modified image of our reference machine and uploads it to the Awardee's site. b. Awardee will deploy the appropriate image on a device c. A direct VPN tunnel is required to SBBC network from Installation vendor location. SBBC will work with Awardee to configure this process. d. When devices are delivered to Awardee's location, Awardee images and laser etches (if applicable) with SBBC provided digital files. e. The Awardee will image the device using the BCPS imaging utility. To image student devices, Awardee must select the Azure domain. For all other computers, Awardee must select Microsoft Active Directory domain. f. The Awardee will configure the device with the correct BCPS naming convention and computer type (Staff/Student). g. Awardee's Project Manager is responsible for obtaining computer names from the SBBC site receiving the computers h. The provisioning application completes the installation by automating the steps below. During provisioning the following components are completed: i. Activation of Windows installation j. Activation of Office installation k. Configuration of wireless network profile l. Join the correct domain	X		

4.3.2.14	**DELIVERY / INSTALLATION TO SBBC LOCATIONS:** a. Awardee is responsible for providing to IT an electronic copy (.xlsx) of the Proof of Delivery (POD) showing all the serial numbers at a maximum of 2 days AFTER delivery to SBBC site location. This must also include a PDF with signatures from the site's administrator/director or designee. b. When the Awardee arrives at the SBBC location, the location administrator or designee will direct the installation team to designated room(s) for equipment installation/verification and sign off process and will ensure access to the designated room(s). The workspace provided to the Awardee shall be quiet and private, as not to interrupt the daily learning activities of the school and students. c. The Awardee is responsible for removing all documentation, software and manuals from boxes and placing them in an area designated by the location administrator. d. When delivering desktops and laptops/hybrids with docking solutions, keyboard, mice, and monitors, Awardee must perfonm setup. e. When delivering laptops/hybrids in carts, the cart must be securely fastened in transport vehicle and must include all accessories. f. For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrids. SBBC will evaluate a sample of an initial wired cart completed by the vendor before commencing with deployment of carts to ensure it meets SBBC's standard of quality. This will be done for every cart type and model during the life of this contract. g. For Project Based deliveries (district-wide order), a representative of the Awardee, a school representative and IT will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD). h. For Non-Project Based deliveries (individual school/department order), a representative of the Awardee and a school representative will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD).	X		

4.3.2.15	**SIGN-OFFS:** a. Awardee provides the school/department with a Proof of Delivery (POD) b. When all serial numbers have been verified, any Dead-On Arrival (DOA) units have been identified and any additional notes are completed, the three representatives will sign and date (in BLUE ink) the POD and all parties will retain a copy. The Awardee will retain the Original signed copy. Note: Awardee's Project Manager is responsible to coordinate with the manufacturer any DOA replacements. c. Awardee is responsible to electronically scan the signed POD and send a copy to IT along with an .xlsx file containing the serial numbers. d. Awardee is responsible for identifying the serial number of the DOA and the serial number for the corresponding replacement.	X		
4.3.2.16	**COMPUTER NAMING INSTRUCTIONS:** In this document, the following terms and their respective meanings are used. Complete names must be limited to a maximum of 15 characters. Location Numbers may be obtained from the site's Technology Support Specialist, bookkeeper, or office manager. a. Location = the location number of school or department b. Serial = the manufacturer-provided device identifier. c. Non-Project based computer naming = Refers to devices that are purchased by individual locations • Desktop Workstations: Location# -serial number (e.g., 0011-xxxxxxx) • Wireless Carts: Location# -S-serial number (e.g., 0011-S-xxxxxxx) • Student Laptops: Location# -S-serial number (e.g., 0011-S-xxxxxxx) • Teacher Laptops: Location#-serial number (e.g., 0011-xxxxxxx) d. Project based computer naming = Refers to devices that are purchased as a project. IT will provide the naming conventions.	X		

4.3.2.17	**DEVICE PORTAL:** The Awardee will establish a cloud-based portal for all devices ordered from the manufacturer and the status of deliveries to SBBC sites. This portal will be accessible at any time and can be downloaded by SBBC staff for use with applications such as Power BI and Excel. Additionally, the portal will be used for benchmarking criteria and will provide the following information among other details. a. Device specs: Model, processor type, etc. b. Project: Each delivery is based on a project or local site orders (Run-rate, Project). c. Site Name: Name of the site that will receive the delivery. d. Location Number: Pre-assigned four digit location number for each site. e. PO Number: Unique number assigned to each order. f. Quantity: The number of devices ordered on each purchase order. g. Serial Number: The list of serial numbers of the devices based on the purchase order. h. Scheduled Delivery Date: The expected delivery date to the site. i. POD Signoff: The date that the proof of delivery is sent to the site. j. Device arrival date: The date the device arrives at deployment vendor site. k. Quantity Status: Devices delivered, remaining, and pending. l. NOTES: List any comments or notes (e.g., DOAs).	X		
4.3.2.18	**EVALUATION AND FEEDBACK:** Procedures for evaluating the deployment and gathering feedback from stakeholders. BCPS will periodically survey the sites to gather information on the deployment services, focusing on the following aspects: a. Delivery Date: Were the devices delivered on the expected date? b. Deployment/Setup Process: Identify any technical issues during the onsite deployment. c. System Configuration: Identify devices that were not configured correctly. d. Technical Support: Quality of technical support provided for repairs of devices. e. Customer Service: Collect comprehensive feedback on various aspects of customer service. f. Improvement and Feedback: Gather suggestions for potential improvements.	X		
4.3.2.19	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in **Attachment J**. Note: General Conditions 7.1 and Section 4.2.1 **Note: General Conditions 7.1 and Section 4.2.1 are non-negotiable and with no exceptions, and any proposal that fails to completely accept these conditions shall be rejected.** **Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal**	X		

Established 1915
BROWARD
County Public Schools
Procurement & Warehousing Services
Jennifer D. Andreu
Executive Director, Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774 • fax: 754-321-0936
jennifer.andreu@browardschools.com
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The School Board of Broward County, Florida

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Brenda Fam, Esq.

Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

VIA EMAIL
February 19, 2025

Mr. Brian Farrell
President
Iphone and Ipad Warehouse, LLC
Phone: 786-916-3785
5600 NW12th Ave Ste 305
Ft Lauderdale, FL 33309

Email: brian@ppwstores.com

Reference: **RFP FY25-078 – Technology Devices Deployment Services**

Dear Mr. Farrell,

I hope this finds you well.
Following the evaluation committee meeting and our subsequent negotiation meeting on December 17th, 2024, we are writing to formally confirm the agreed-upon reduction in pricing for the services under **RFP25-078 - Technology Devices Deployment Services**. During the meeting, Iphone and Ipad Warehouse, LLC graciously agreed to reduce the original prices submitted in response to our RFP. As a result, the revised pricing is as follows:

DEVICE	MATERIAL #	DEVICE NAME	SBBC ORIGINAL Price	SBBC REVISED Price
1A	6006690	Laptop Etching, Delivery & Deployment (EACH)	$4.99	$4.99
1B	6006690	Laptop UV Printing, Delivery & Deployment (EACH)	$6.40	$5.50
1C	6006691	Desktop Delivery & Deployment (EACH)	$7.00	$6.00
1D	6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	$3.15	$3.15
1E	6006693	Tablet Etching, Delivery & Deployment (EACH)	$6.40	$5.50
1F	6006694	Existing Laptop Cart Wiring (PER LAPTOP)	$3.20	$3.20
1G	6006695	Existing Tablet Cart Wiring (PER TABLET)	$3.20	$3.20

Please note that these new prices supersede and replace the original prices submitted in your RFP response. These updated terms are now binding and will be incorporated into the final agreement.

Kindly review and confirm your acceptance of this revised pricing by having this letter signed by an authorized representative who has the legal capacity to bind the agreement. Please return a signed copy of this letter at your earliest convenience.

Established 1915
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Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Should you have any questions or need further clarification, please do not hesitate to contact me directly.

Thank you for your cooperation and continued partnership.

Sincerely,

Thais Souza

Ms. Souza
Purchasing Agent IV

Proposer's Name: Iphone and Ipad Warehouse, LLC

Email Address: brian@iPWstores.com

Contact Name: Brian Farrell

Title: President

Signature:

EXHIBIT B

ANNUAL DEPLOYMENT COST[1]

DEVICE	MATERIAL #	DEVICE NAME	Annual Quantity	List Price	SBBC Unit Price	Extended SBBC Price	Discount off of List
1A	6006690	Laptop Etching, Delivery & Deployment (EACH)	50,000	$12.00	$4.99	$249,500.00	58%
1B	6006690	Laptop UV Printing, Delivery & Deployment (EACH)	50,000	$20.00	$6.40	$320,000.00	68%
1C	6006691	Desktop Delivery & Deployment (EACH)	2,500	$15.00	$7.00	$17,500.00	53%
1D	6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	1,500	$12.00	$3.15	$4,725.00	74%
1E	6006693	Tablet Etching, Delivery & Deployment (EACH)	1,000	$15.00	$6.40	$6,400.00	57%
1F	6006694	Existing Laptop Cart Wiring (PER LAPTOP)	1,000	$12.00	$3.20	$3,200.00	73%
1G	6006695	Existing Tablet Cart Wiring (PER TABLET)	1,000	$12.00	$3.20	$3,200.00	73%

[1] Estimated quantity is only used for calculation purposes. The number of device deployments may be greater or less than the estimated quantity provided. (See RFP Section 4.3.3.1).

OIG 25-020-M

EXHIBIT 20

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VIA EMAIL
February 19, 2025

Mr. Brian Farrell
President
Iphone and Ipad Warehouse, LLC
Phone: 786-916-3785
5600 NW12th Ave Ste 305
Ft Lauderdale, FL 33309

Email: brian@ppwstores.com

Reference: **RFP FY25-078 – Technology Devices Deployment Services**

Dear Mr. Farrell,

I hope this finds you well.
Following the evaluation committee meeting and our subsequent negotiation meeting on December 17th, 2024, we are writing to formally confirm the agreed-upon reduction in pricing for the services under **RFP25-078 -Technology Devices Deployment Services**. During the meeting, Iphone and Ipad Warehouse, LLC graciously agreed to reduce the original prices submitted in response to our RFP. As a result, the revised pricing is as follows:

DEVICE	MATERIAL #	DEVICE NAME	SBBC ORIGINAL Price	SBBC REVISED Price
1A	6006690	Laptop Etching, Delivery & Deployment (EACH)	$4.99	**$4.68**
1B	6006690	Laptop UV Printing, Delivery & Deployment (EACH)	$6.40	**$5.50**
1C	6006691	Desktop Delivery & Deployment (EACH)	$7.00	**$6.00**
1D	6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	$3.15	$3.15
1E	6006693	Tablet Etching, Delivery & Deployment (EACH)	$6.40	**$5.50**
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Please note that these new prices supersede and replace the original prices submitted in your RFP response. These updated terms are now binding and will be incorporated into the final agreement.

Kindly review and confirm your acceptance of this revised pricing by having this letter signed by an authorized representative who has the legal capacity to bind the agreement. Please return a signed copy of this letter at your earliest convenience.

EXHIBIT B

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Brenda Fam, Esq.

Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Should you have any questions or need further clarification, please do not hesitate to contact me directly.

Thank you for your cooperation and continued partnership.

Sincerely,

Thais Souza

Ms. Souza
Purchasing Agent IV

Proposer's Name: Iphone and Ipad Warehouse, LLC

Email Address: Brian@iPwStores.com

Contact Name: Brian Farrell

Title: President

Signature:

EXHIBIT B

OIG 25-020-M

EXHIBIT 21

From:	Jennifer D. Andreu
To:	Judith M. Marte
Subject:	RE: Procurement and IT question…
Date:	Friday, October 13, 2023 10:36:00 AM
Attachments:	ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services.PDF ITB24-236 - Addendum No.1.PDF

Ms. Marte,

Please see attached.

Thanks,
Jennifer

From: Judith M. Marte <judith.marte@browardschools.com>
Sent: Friday, October 13, 2023 10:30 AM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Subject: RE: Procurement and IT question…

ok

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Friday, October 13, 2023 10:29 AM
To: Judith M. Marte <judith.marte@browardschools.com>
Subject: RE: Procurement and IT question…

Affirmative Procurement Initiative, a goal for Small Businesses. We discussed a 2% price preference. Let me pull the ITB and send you a copy.

From: Judith M. Marte <judith.marte@browardschools.com>
Sent: Friday, October 13, 2023 10:28 AM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Subject: RE: Procurement and IT question…

API?

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Friday, October 13, 2023 10:27 AM
To: Josiah J. Phillips <josiah.phillips@browardschools.com>; Judith M. Marte <judith.marte@browardschools.com>
Subject: RE: Procurement and IT question…

Additionally, I asked Mary to extend the deadline for this and include an API.

Thanks,
Jennifer D. Andreu

Executive Director, Operations
7720 West Oakland Park Blvd – Suite 320
Sunrise, FL 33351
754.321.0774

From: Josiah J. Phillips <josiah.phillips@browardschools.com>
Sent: Friday, October 13, 2023 10:26 AM
To: Judith M. Marte <judith.marte@browardschools.com>; Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Subject: RE: Procurement and IT question…

Yes, this ITB is to replace the current ITB that covers Microsoft Windows devices. We also have an apple agreement to purchase Apple products and we are currently having conversations to put out another ITB for Chromebooks from the same OEMs.

Thanks,

Dr. Joe Phillips
Chief Information Officer
Broward County Public Schools
Information Technology
600 SE 3rd Avenue
Fort Lauderdale, FL 33301
Phone: 754-321-2607

"Leadership is not a person or a position. It is a relationship based on trust, obligation, responsibility, commitment, and a shared vision".

From: Judith M. Marte <judith.marte@browardschools.com>
Sent: Friday, October 13, 2023 10:23 AM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>; Josiah J. Phillips <josiah.phillips@browardschools.com>
Subject: FW: Procurement and IT question…

Looping you in Jennifer. Dr. Phillips, do you have a response?

From: Torey Alston <torey.alston@browardschools.com>
Sent: Friday, October 13, 2023 10:17 AM
To: Judith M. Marte <judith.marte@browardschools.com>; Josiah J. Phillips <josiah.phillips@browardschools.com>

Cc: PBL <PBL@browardschools.com>; Lisa G. Bailey <lisa.g.bailey@browardschools.com>
Subject: Procurement and IT question…

Good morning, and I hope all is well on your end. It appears there is a formal solicitation currently active for laptops, desktops, and hybrid devices that are based on Microsoft windows. Does the current active solicitation essentially amount to a sole source? Are other platforms being considered or has there been a strategic policy decision made? Someone can give me a call on this, so I understand.

Not urgent.

Torey Alston, District 2
School Board Member

OIG 25-020-M

EXHIBIT 22

From:	Maximo A. Rosario
To:	Josiah J. Phillips
Cc:	Julio E. Gonzalez; Matthew S. Bradford; Manuel Castaneda; Daryl Diamond
Subject:	Technology Computing Devices, Accessories and Deployment Services
Date:	Wednesday, September 27, 2023 12:13:00 PM
Attachments:	FINAL ITB-XXX - Technology Computing Devices, Accessories, and Deployment Services - Bid Summary Sheet.xlsx image001.png FINAL ITB-XXX - Technology Computing Devices, Accessories, and Deployment Services - Draft 1.docx

Good morning, Dr. Joe, and team,

Attached are the documents for the new Device ITB for your review and approval.

Dr. Joe, we also need you to approval the intake form that PWS sent out.

Once approved we will send a copy to PWS (Ernesto Perez, Susanne Dale, and Luis Perez)

According to the timeline this document is supposed to be in the Minority and Risk management departments today (September 27-28).

Thanks.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com

Under Florida law, e-mail addresses, and all forms of communications, including e-mail communications, made or received in connection with the transaction of School Board business are public records, which must be retained as required by law and must be disclosed upon receipt of a public records request, except as may be excluded by federal or state laws. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone.

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OIG 25-020-M

EXHIBIT 23

From:	Maximo A. Rosario
To:	Julio E. Gonzalez
Subject:	FW: Technology Computing Devices, Accessories and Deployment Services
Date:	Friday, September 29, 2023 8:29:00 AM
Attachments:	image001.png Outlook-ozoezq0f.png FINAL ITB-XXX - Technology Computing Devices, Accessories, and Deployment Services - Draft 1.docx FINAL ITB-XXX - Technology Computing Devices, Accessories, and Deployment Services - Bid Summary Sheet.xlsx

FYI

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com

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From: Marisol Cooke <marisol.cooke@browardschools.com>
Sent: Thursday, September 28, 2023 7:01 PM
To: Maximo A. Rosario <mrosario@browardschools.com>
Subject: Re: Technology Computing Devices, Accessories and Deployment Services

Hi Max

The attached has been approved by Dr. Joe.

Thank you.

Marisol Cooke

Executive Secretary to Dr. Joe Phillips, Chief Information Officer

K.C. Wright Building

600 SE 3rd Avenue, 10th floor

Fort Lauderdale, FL 33301

Office: 754-321-2607 Cell: 754-259-7080

marisol.cooke@browardschools.com

Browardschools.com

From: Maximo A. Rosario <mrosario@browardschools.com>
Sent: Wednesday, September 27, 2023 12:23 PM
To: Marisol Cooke <marisol.cooke@browardschools.com>
Subject: FW: Technology Computing Devices, Accessories and Deployment Services

FYI

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com

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From: Maximo A. Rosario

Sent: Wednesday, September 27, 2023 12:14 PM
To: Josiah J. Phillips <josiah.phillips@browardschools.com>
Cc: Julio E. Gonzalez <julio.gonzalez@browardschools.com>; Matthew S. Bradford <matthew.bradford@browardschools.com>; Manuel Castaneda <manuel.castaneda@browardschools.com>; Daryl Diamond <daryl.diamond@browardschools.com>
Subject: Technology Computing Devices, Accessories and Deployment Services

Good morning, Dr. Joe, and team,

Attached are the documents for the new Device ITB for your review and approval.

Dr. Joe, we also need you to approval the intake form that PWS sent out.

Once approved we will send a copy to PWS (Ernesto Perez, Susanne Dale, and Luis Perez)

According to the timeline this document is supposed to be in the Minority and Risk management departments today (September 27-28).

Thanks.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
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OIG 25-020-M

EXHIBIT 24

Gargano, Jenna E.

Subject:	ITB24-236 - Lenovo Protest
Location:	Microsoft Teams Meeting
Start:	Wed 11/15/2023 2:30 PM
End:	Wed 11/15/2023 3:00 PM
Show Time As:	Tentative
Recurrence:	(none)
Organizer:	Ernesto Perez
Required Attendees:	Robert P. Vignola; Mary C. Coker; Luis E. Perez; Maximo A. Rosario; Josiah J. Phillips; Michael W. Forrest; Robin H. Golden; Julio E. Gonzalez

---

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 293 148 532 619

Passcode: JcKiaN

Download Teams | Join on the web

Or call in (audio only)

+1 754-216-1864,,374674406# United States, Fort Lauderdale

Phone Conference ID: 374 674 406#

Find a local number | Reset PIN

Learn More | Meeting options

OIG 25-020-M

EXHIBIT 25

Gargano, Jenna E.

From: Ernesto Perez
Sent: Wednesday, November 15, 2023 11:47 AM
To: Robert P. Vignola; Robin H. Golden
Cc: Mary C. Coker; Luis E. Perez; Josiah J. Phillips; Maximo A. Rosario; Julio E. Gonzalez; Michael W. Forrest
Subject: TEAMs Request for Today - Lenovo Protest
Attachments: ITB 24-236.pdf; ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services - Addendum 1.pdf; ITB24-236 - Technology Computing Devices Accessories and Deployment Services - Addendum No 2.pdf; ITB24-236 - Technology Computing Devices Accessories and Deployment Services - Addendum #3.pdf; ITB24-236 - Technology Computing Devices Accessories and Deployment Services - Addendum #4.pdf; ITB24-236 - Technology Computing Devices Accessories and Deployment Services - Addendum #5.pdf; HP, Inc, dba HP Computing and Printing Inc. - Proposal.zip

Importance: High

Good morning, Mr. Vignola,

Are you available today via TEAMs to discuss an intent to protest? The deadline to submit a formal protest is this Friday by 5 pm, and Lenovo intends to continue with the protest. We would like to get in a TEAMs call and discuss if Lenovo has a legitimate claim, and if they do/do not speak with them before they submit an official formal protest.

Below please find the information that will be discussed if you are available to speak today:

Lenovo is protesting the award of ITB24-236 – Technology Computing Devices Accessories and Deployment Services, and stating that the Group 1 Proposal from HP should be rejected based on HP not meeting the Bid Specifications.

In Addendum #2, Question #42 the question was asked:
"Newer 13" and smaller devices are typically found with soldered memory. Is the reference to expandable memory the ability to upgrade the device after deployment, or have an alternative configuration option from the factory?"

The answer given was:
"We accept soldered memory on items 1A and 1B. On all other devices, there must also be an expansion slot available to add additional memory after purchase."

(In the entire ITB it makes no reference to soldering, even when the addendum was posted answering the questions, the actual bid specs remained the same where there is no mention of soldering)

For Group 1, Item 1I, HP is providing us with am HP Elite X360 830 13-Inch G10 2-in-1 Notebook PC
On page 133 of HP's proposal, it states the HP Elite x360 830 13 inch G10 2-in-1 Notebook PC has memory soldered down.

HP Elite x360 830 13 inch G10 2-in-1 Notebook PC Specifications Table



*Product image may differ from actual product

Available Operating Systems	Windows 11 Pro[1] Windows 11 Pro Education[1] Windows 11 Home – HP recommends Windows 11 Pro for business[1] Windows 11 Home Single Language[1] Windows 11 Pro (Windows 11 Enterprise or Windows 10 Enterprise available with a Volume Licensing Agreement)[1] Windows 11 Pro (preinstalled with Windows 10 Pro Downgrade)[1,2] FreeDOS
Processor family[6]	13th Generation Intel® Core™ i7 processor; 13th Generation Intel® Core™ i5 processor
Available Processors[3,4,5]	Intel® Core™ i7-1355U (1.2 GHz E-core base frequency, 1.7 GHz P-core base frequency, up to 3.7 GHz E-core Max Turbo frequency, up to 5.0 G cache, 2 P-cores and 8 E-cores, 12 threads); Intel® Core™ i5-1335U (0.9 GHz E-core base frequency, 1.3 GHz P-core base frequency, up to 3.4 GHz P-core Max Turbo frequency, 12 MB L3 cache, 2 P-cores and 8 E-cores, 12 threads); Intel® Core™ i5-1345U (1.2 GHz E-core base frequenc GHz E-core Max Turbo frequency, up to 4.7 GHz P-core Max Turbo frequency, 12 MB L3 cache, 2 P-cores and 8 E-cores, 12 threads); Intel® Core 1.8 GHz P-core base frequency, up to 3.9 GHz E-core Max Turbo frequency, up to 5.2 GHz P-core Max Turbo frequency, 12 MB L3 cache, 2 P-co vPro® Technology
Maximum memory	32 GB LPDDR5-4800 MHz RAM[7] Memory soldered down.

Attached please find the ITB along with any addendums posted, Lenovo's email clarifying why they submitted an intent to protest, and will move forward with submitting a formal protest, along with HP's proposal submitted.

Lenovo's email to Mary:

Dear Ms. Coker:

Thank you for allowing Lenovo (United States) Inc. (Lenovo) the opportunity to discuss our concerns relating to the School Board of Broward County's (SBBC) intended contract award to ITB24-236. This letter is in response to your letter from November 6, 2023.

Lenovo prefers not to pursue a protest with SBBC. Instead, we hope to reach an amicable resolution with the School Board without such litigation. Lenovo would like to request a virtual meeting during the morning of November 14th to discuss our concerns, which are described below.

Lenovo's goal is to provide the School Board with insight into the concerns that it would otherwise raise in the formal protest process. Upon referral to the Division of Administrative Hearings, the School Board would hopefully reconsider its intended award of the Group 1 – Laptops contract to HP and agree that a final award to HP would not survive an administrative law judge's scrutiny.

Florida public agencies like the School Board have considerable discretion in evaluating bids and awarding contracts, but that discretion is not unfettered. We're certain of the School Board's awareness that an agency is constrained by its drafted and published solicitation, as well as by Florida's competitive bidding laws. A public agency is required to interpret its own solicitation consistently with the solicitation's plain and unambiguous language. Based on Lenovo's interpretation according to the language of ITB24-236, Procurement makes clear that HP submitted a nonresponsive bid for Group 1 and therefore is ineligible for award of the Group 1 – Laptops contract.

ITB24-236 sought bids for three groups, with laptops specified for Group 1. For Group 1, the ITB required each bidder to provide the specifications of each device bid. The ITB's language plainly states that "**[i]n the event that any item in the group does not meet specifications, the entire group shall be disqualified**." ITB Section 3.6. It also reiterates this rule: "[I]t is necessary to bid on every item in the group; **all items in the group must meet specifications…in order to have the bid considered for award**." ITB Section 3.9.

For Item 1I – Laptop i7 Ultra-Light Weight/Convertible (Touch), ITB24-236 specified that the device be upgradeable to increased memory after purchase, with "RAM Expandable" of at least 32 GB. The ITB defines *Computer Upgrade (or downgrade)* as follows: "An upgrade (downgrade) is changing an existing component already existing in the standard configuration to improve (or reduce) performance. For Example: Upgrade from 4gb of RAM to 8gb of RAM; Downgrade from 8gb of RAM to 4gb RAM." ITB Section 4.1.3.

To further clarify bidders beyond any confusion about this upgradeable-memory requirement, the School Board's response to bidder question #42 restated and confirmed that:

In summary, the School Board warned bidders for ITB24-236 that offering soldered memory—which is permanent, not changeable—for Item 1I would be contrary to the ITB specifications and that by including soldered, non-upgradeable memory for Item 1I, a bidder "shall be disqualified."

Upon review, it has been noticed that HP offered "Maximum Memory 32 GB DDR4-3200 MHz RAM (2 x 16 GB)." While this offering may appear to comply with the ITB's specifications, a deeper examination reveals that HP's offering indeed does *not* comply with the request. HP's Elite x360 830 G10 leverages soldered memory, where RAM is soldered directly to the system board. This is reflected on the specification sheet HP provided for this device. Soldered memory is not field upgradeable and there are no DIMM (i.e., expansion) slots available on the proposed model to upgrade the memory after purchase. **Therefore, Lenovo's stance is that HP's failure to comply with this unequivocal, material requirement of ITB24-236 renders their bid nonresponsive. In contrast, Lenovo's response to Item 1I, the Lenovo 13w Gen 2, meets the requested device specification with an expansion slot available to add additional memory up to 40GB after purchase.**

To comply with the mandated competitive standards, the School Board may award the Group 1 – Laptops contract only to a responsive bidder that meets the ITB's requirements—that is, a bidder whose proposal materially complies with the solicitation's requirements. As per the ITB's language, Lenovo's understanding is that a bid that contains a material deviation from the solicitation's requirements must

be rejected by the agency. In our experience, the School Board conducts its procurements in strict accordance with this principle.

In this procurement, HP failed to meet the ITB's mandatory specifications for Item 1I which include upgradeable memory. **Thus, there can be no question that HP's deviation from the ITB was material and is ineligible for the Group 1 contract award.**

Lenovo reiterates that it prefers to avoid a full bid protest proceeding. Therefore, Lenovo puts forth a request for a virtual meeting on the morning of November 14 to discuss the School Board's intended award of the Group 1 – Laptops contract to HP. We are confident that such a meeting will provide the School Board with additional information and perspective that will result in the School Board's withdrawing the intended award to HP and instead awarding the Group 1 contract to Lenovo.

If your schedule does not allow for a meeting before the November 17 formal protest deadline, we would need to file a formal written protest petition on November 17 to preserve our legal rights but would still prefer to meet after that date per the offer in your letter to discuss our concerns. Lenovo remains committed to its partnership with SBBC and looks forward to continuing its long-standing relationship with the School Board.

Lenovo's executive team is at your disposal and ask that you contact Jamie Royster at 919-302-1259 or jroyster@lenovo.com to schedule a meeting. Thank you for your attention and consideration.

Thank you,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
https://www.browardschools.com/pws

Below please find a link to the PWS intake form that is required before the commencement of any request. (New ITB/RFP, Direct Negotiation, Renewal, Additional Spending Authority, etc.)

Intake Form

Below please find the Roles and Responsibilities to Execute an Agreement stemming from a Non-Competitive Solicitation:

Roles and Responsibilities for a Non-Competitive Solicitation Agreement

BROWARD County Public Schools | Educating Today's Students to Succeed in Tomorrow's World

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OIG 25-020-M

EXHIBIT 26

From: Jennifer D. Andreu
To: Josiah J. Phillips
Subject: Re: Follow Up
Date: Thursday, November 16, 2023 1:38:51 PM

Perfect!

Thank you,
Jennifer D. Andreu
Executive Director, Operations

From: Josiah J. Phillips <josiah.phillips@browardschools.com>
Sent: Thursday, November 16, 2023 1:37:17 PM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Subject: Re: Follow Up

Hi Jennifer,

Yes I am. I would also like to rework the scope of ITB to include Chromebooks before we out it back out.

Thanks,

Dr. Joe Phillips
Chief Information Officer
Broward County Public Schools
Information Technology
600 SE 3rd Avenue
Fort Lauderdale, FL 33301
Phone: 754-321-2607

"Leadership is not a person or a position. It is a relationship based on trust, obligation, responsibility, commitment, and a shared vision".

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Thursday, November 16, 2023 1:26:31 PM
To: Josiah J. Phillips <josiah.phillips@browardschools.com>
Subject: Follow Up

Dr. Phillips,

Are you in agreement with telling the vendor from yesterday that we will reject all bids? This is in reference to the call you were on with Lonovo.

Thank you,
Jennifer D. Andreu
Executive Director, Operations

OIG 25-020-M

EXHIBIT 27

+1 (305) 467-3913

Text Message • SMS
Jun 5, 2024 at 3:47 PM

This is Brian from Phone and Pad.

The sender is not in your contact list.

Report Junk

Subject

Text Message • SMS

OIG 25-020-M

EXHIBIT 28

Bill Date	Account Number	Detail for MDN	Date	Time	Number	Origination	Destination	Min.
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	10:22 AM	[redacted]	Fort Laude, FL	Ptcharlott, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	10:24 AM	[redacted]	Fort Laude, FL	Ptst Lucie, FL	2
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	10:36 AM	[redacted]	Fort Laude, FL	VM Deposit, CL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	10:36 AM	[redacted]	Fort Laude, FL	VM Deposit, CL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	10:54 AM	[redacted]	Fort Laude, FL	Incoming, CL	5
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	11:11 AM	[redacted]	Oakland PA, FL	Deerfldbch, FL	2
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	11:18 AM	[redacted]	Fort Laude, FL	Miami, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	11:20 AM	[redacted]	Fort Laude, FL	Ftlauderdl, FL	10
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	11:36 AM	[redacted]	Fort Laude, FL	Miami, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	11:37 AM	[redacted]	Fort Laude, FL	Miami, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	11:39 AM	[redacted]	Fort Laude, FL	Incoming, CL	8
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:00 PM	[redacted]	Oakland PA, FL	North Dade, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:12 PM	[redacted]	Oaklandpar, FL	Ptcharlott, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:28 PM	[redacted]	WiFi CL	Hollywood, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:33 PM	[redacted]	WiFi CL	Miami, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:44 PM	[redacted]	WiFi CL	Ptst Lucie, FL	5
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:49 PM	[redacted]	Fort Laude, FL	Incoming, CL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:54 PM	[redacted]	Tamarac, FL	Hollywood, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:55 PM	[redacted]	Tamarac, FL	Hollywood, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:55 PM	[redacted]	Tamarac, FL	Hollywood, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	12:56 PM	[redacted]	Fort Laude, FL	Incoming, CL	11
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	1:08 PM	[redacted]	Fort Laude, FL	VM Deposit, CL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	1:43 PM	[redacted]	Pembroke P, FL	Incoming, CL	4
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	2:14 PM	[redacted]	Pembroke P, FL	Incoming, CL	2
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	2:38 PM	800-223-5435	Pembroke P, FL	Toll-Free, CL	2
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	2:42 PM	[redacted]	Hollywood, FL	North Dade, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	2:44 PM	[redacted]	Pembroke P, FL	Miami, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	3:10 PM	[redacted]	WiFi CL	Miami, FL	9
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	3:19 PM	[redacted]	WiFi CL	Ftlauderdl, FL	8
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	3:41 PM	[redacted]	WiFi CL	Deerfldbch, FL	3
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	5:24 PM	[redacted]	Pembroke P, FL	Delray Bch, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	5:36 PM	[redacted]	WiFi CL	Miami, FL	2
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	5:38 PM	[redacted]	Miami, FL	Incoming, CL	5
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	5:53 PM	[redacted]	Miami, FL	Incoming, CL	6
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	6:06 PM	[redacted]	Pembroke P, FL	Incoming, CL	4
15-Jun-24	0625509059-00001	3054673913	Jun-5-2024	6:16 PM	[redacted]	Fort Laude, FL	Incoming, CL	1
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	7:22 AM	[redacted]	Pembroke P, FL	Toledo, OH	3
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	8:21 AM	[redacted]	Hollywood, FL	Incoming, CL	3
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	8:54 AM	[redacted]	Fort Laude, FL	Ftlauderdl, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	8:54 AM	[redacted]	Fort Laude, FL	Ftlauderdl, FL	1
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	9:14 AM	[redacted]	WiFi CL	Ftlauderdl, FL	2
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	9:34 AM	[redacted]	WiFi CL	Ftlauderdl, FL	6
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	1:36 PM	[redacted]	Fort Laude, FL	Ftlauderdl, FL	2
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	3:16 PM	[redacted]	WiFi CL	Miami, FL	2
15-Jun-24	0625509059-00001	3054673913	Jun-6-2024	3:25 PM	[redacted]	WiFi CL	Ftlauderdl, FL	3

OIG 25-020-M

EXHIBIT 29

Text Message • SMS
Jun 7, 2024 at 8:33 AM

Please call Brian Ferrall. He has left a message. I need u 2 be responsive
Thanks

Jun 10, 2024 at 10:46 AM

I need a substitution request form asap. Thanks

Please send an email 2 insure you receive

Jun 10, 2024 at 4:56 PM

We good on leaving everything as is. Thanks

The sender is not in your contact list.
Report Junk

OIG 25-020-M

EXHIBIT 30

Thais Clemente Oliveira De

From: Janeil A. Morgan <JMorgan@shutts.com>
Sent: Monday, June 17, 2024 5:43 PM
To: Jennifer D. Andreu; Thais Clemente Oliveira De; Thais B. Souza
Cc: Marylin C. Batista; Robert P. Vignola; Joseph M. Goldstein
Subject: Notice of Intent to Protest- ITB24-236-1 (Technology Computing Devices, Accessories, and Deployment Services)- Figgers Communication Inc.
Attachments: Notice of Intent to Protest - ITB24-236-1 (Technology Computing Devices Accessories and Deployment Services)(9185784.1) (002).pdf

CAUTION: This email originated from an external source. Use caution when replying, clicking links, or opening attachments.

Good afternoon,

It has been brought to our attention that item OO-35. ITB24-236-1 - Technology Computing Devices, Accessories, & Deployment Services ("ITB"), to approve the rejection of all bids for the ITB, has been added to tomorrow's June 18, 2024 8:45 AM, Regular School Board Meeting Agenda. This item should not be on tomorrow's agenda as the 72 hours to file an Intent to Protest has not expired and will not expire until 3:59 PM tomorrow, Tuesday, June 18, 2024. In any event, I am attaching, on behalf of Figgers Communication Inc., a Notice of Intent to Protest ITB24-236-1 (Technology Computing Devices, Accessories, and Deployment Services). Please let us know if we need also to hand deliver the notice tomorrow. Additionally, please confirm whether this item will be removed from tomorrow's agenda.

Thank you.

Janeil

Janeil A. Morgan
Attorney at Law | Shutts & Bowen LLP
Tel: (954) 847-3827
201 East Las Olas Blvd., Suite 2200, Fort Lauderdale, FL 33301
Bio | E-Mail | vCard | www.shutts.com



OIG 25-020-M

EXHIBIT 31

From:	Ernesto Perez
To:	Maximo A. Rosario; Julio E. Gonzalez; Elayne M. Hollander; Lance Raiford; Michael W. Forrest; Lisa Paguaga
Subject:	Price Breakdown - ITB24-236 -1 - Technology, Computing Devices, Access, & Deployment
Date:	Thursday, May 2, 2024 6:06:30 PM
Attachments:	image001.png

Good afternoon everyone,

Below please find a price breakdown from all the proposals received.

Group 1: Laptops

1. Figgers Communications, Inc.: $28,832,500
2. Ciara Technologies, Inc.: $40,174,860
3. HP: $41,695,920
4. Lenovo: $47,098,000
5. Sharp: $59,432,625

Group 2: Desktops

1. Figgers Communications, Inc.: $7,452,500
2. Ciara Technologies, Inc.: $8,876,500
3. Lenovo: $8,958,500
4. HP: $9,023,955

Group 3: Deployment

1. Figgers Communications, Inc.: $38,400
2. Archangel Tablets, LLC D/B/A Archangel Education + Technology: $185,600
3. Broadway Typewriter Company, Inc. D/B/A Arey Jones Education Solutions: $265,3750
4. iPhone and iPad Warehouse: $275,150
5. Virtucom, Inc.: $493,500
6. UDT: $520,390
7. CDW Government, LLC: $798,900

Group 4: Android Tablets

1. Lenovo: $133,000
2. Figgers Communications, Inc.: $201,000

Group 5: Chromebooks

1. Lenovo: $3,205,000
2. Acer Corporation: $3,719,000 (Submitted the wrong bid summary sheet, disqualified)
3. Figgers Communications, Inc.: $5,220,000
4. HP: $5,569,150

Thank you,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV

Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
https://www.browardschools.com/pws



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OIG 25-020-M

EXHIBIT 32

From:	Ernesto Perez
To:	Annemarie Richards
Cc:	Denise R. Mills; Cenira Infante
Subject:	ITB24-236 -1 - Technology, Computing Devices, Access, & Deployment (Part 1/2)
Date:	Monday, April 29, 2024 4:57:45 PM
Attachments:	image001.png 9 To 5 Computer.zip Acer America.zip Archangel Tablets, LLC.zip Arey Jones.zip CDW Government.zip Ciara Technologies USA Inc.zip Figgers Communications Inc.zip HP Inc.zip
Importance:	High

Good afternoon, Annemarie,

We received thirteen (13) bid proposals for the above-referenced item. I am sending 8 proposals in this email and the remaining 5 in a separate email, as the files are too large for one email.

Please let me know when your review is complete.

Thank you,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
https://www.browardschools.com/pws

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OIG 25-020-M

EXHIBIT 33

From:	Ernesto Perez
To:	Annemarie Richards
Cc:	Denise R. Mills; Cenira Infante
Subject:	ITB24-236 -1 - Technology, Computing Devices, Access, & Deployment (Part 2/2)
Date:	Monday, April 29, 2024 4:53:45 PM
Attachments:	iPhone and iPad Warehouse, LLC.zip image002.png Lenovo.zip Sharp.zip UDT, Inc.zip Virtucom, Inc.zip
Importance:	High

Good afternoon, Annemarie,

Attached please find the remaining 5 proposals received for the above-referenced item.

Please let me know when your review is complete.

Thank you,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV
Procurement & Warehousing Services
7720 W. Oakland Park Blvd. Suite 323
Sunrise, Florida 33351
Ph: 754-321-0545 TSSC
Email: ernesto.perez@browardschools.com
https://www.browardschools.com/pws

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OIG 25-020-M

EXHIBIT 34

From:	Maximo A. Rosario
To:	Matthew S. Bradford; Josiah J. Phillips; Manuel Castaneda
Subject:	FW: Price Breakdown - ITB24-236 -1 - Technology, Computing Devices, Access, & Deployment
Date:	Monday, May 6, 2024 1:49:00 PM
Attachments:	Price Breakdown - ITB24-236 -1 - Technology Computing Devices Access Deployment.msg Vendor Verification Questions.docx image001.png

---

Good afternoon, gentlemen,

Attached is the email Ernesto shared with our team regarding the initial pricing breakdown for the responses of Device ITB if all respondents are accepted as submitted.

Attached are the clarification question we need regarding responses before the award is posted.

The award is scheduled for later today.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com

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OIG 25-020-M

EXHIBIT 35

From:	Maximo A. Rosario
To:	Thais Clemente Oliveira De
Cc:	Cenira Infante; Jennifer D. Andreu; Matthew S. Bradford; Josiah J. Phillips; Manuel Castaneda
Subject:	RE: ITB24-236-1 Technology Computing Devices, Accessories, & Deployment Services
Date:	Friday, May 17, 2024 2:52:16 PM
Attachments:	Price Breakdown - ITB24-236 -1 - Technology Computing Devices Access Deployment.msg image001.png RE Update for ITB24-236-1.msg
Importance:	High

Good afternoon, Thais,

Welcome to BCPS!

I would like to meet with you on Monday to discuss as there were several pending action items that Ernesto was completing. Attached are the last communications we have had pertaining to ITB 24-236-1.

Pending items:

- Final Tabulations
- FAW for the executive Summary (we have a draft ready)
- Responses to clarification questions

I will make myself available anytime on Monday.

Thank you.

Sincerely,

Max Rosario, Director
Technology Support Services
Information Technology Division
7720 W. Oakland Park Blvd.
Sunrise, Florida 33351
Office: 754-321-0356 Fax: 754-321-0088
Email: **mrosario@browardschools.com**
https://browardschools.com



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From: Thais Clemente Oliveira De <tsouza@browardschools.com>
Sent: Friday, May 17, 2024 12:53 PM
To: Maximo A. Rosario <mrosario@browardschools.com>
Cc: Cenira Infante <cenira.infante@browardschools.com>; Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Subject: ITB24-236-1 Technology Computing Devices, Accessories, & Deployment Services
Importance: High

Dear Mr. Rosario,

I hope this finds you well.

I wanted to inform you that Ernesto Perez's last workday was yesterday, and I have assumed responsibility for the project he was overseeing, which he indicated it was ready to go to the board. During my review of Demandstar, I noticed that the Recommendation Tabulation posting date is scheduled for this afternoon at 3:00 PM (EST). However, upon searching our PWS folders, I did not locate the Recommendation Tabulation document. Consequently, I promptly posted a notice of delay on Demandstar, indicating that the posting of the Recommendation Tabulation has been postponed to a later date, which is yet to be determined.
In light of this, I would appreciate it if you could confirm whether you received any tabulation from Ernesto. If so, kindly provide it to us for posting on Demandstar. If not, I would appreciate an update on the project, including any executive summary, price schedule you may have received from him. Thank you for your prompt attention to this matter.

Sinecerely,

Thais Souza, CPP
Purchasing Agent III
Procurement & Warehousing Services
7720 West Oakland Park Blvd - Suite 323
Sunrise, FL 33351
P: 754-321-0541
tsouza@browardschools.com |https://www.browardschools.com/PWS

From:	Ernesto Perez
To:	Maximo A. Rosario; Julio E. Gonzalez; Elayne M. Hollander; Lance Raiford; Michael W. Forrest; Lisa Paguaga
Subject:	Price Breakdown - ITB24-236 -1 - Technology, Computing Devices, Access, & Deployment
Date:	Thursday, May 2, 2024 6:06:30 PM
Attachments:	image001.png

Good afternoon everyone,

Below please find a price breakdown from all the proposals received.

Group 1: Laptops

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2. Ciara Technologies, Inc.: $40,174,860
3. HP: $41,695,920
4. Lenovo: $47,098,000
5. Sharp: $59,432,625

Group 2: Desktops

1. Figgers Communications, Inc.: $7,452,500
2. Ciara Technologies, Inc.: $8,876,500
3. Lenovo: $8,958,500
4. HP: $9,023,955

Group 3: Deployment

1. Figgers Communications, Inc.: $38,400
2. Archangel Tablets, LLC D/B/A Archangel Education + Technology: $185,600
3. Broadway Typewriter Company, Inc. D/B/A Arey Jones Education Solutions: $265,3750
4. iPhone and iPad Warehouse: $275,150
5. Virtucom, Inc.: $493,500
6. UDT: $520,390
7. CDW Government, LLC: $798,900

Group 4: Android Tablets

1. Lenovo: $133,000
2. Figgers Communications, Inc.: $201,000

Group 5: Chromebooks

1. Lenovo: $3,205,000
2. Acer Corporation: $3,719,000 (Submitted the wrong bid summary sheet, disqualified)
3. Figgers Communications, Inc.: $5,220,000
4. HP: $5,569,150

Thank you,

Ernesto Perez, CPPM, CPP
Purchasing Agent IV

Procurement & Warehousing Services
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Ph: 754-321-0545 TSSC
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OIG 25-020-M

EXHIBIT 36

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar. All proposals must be neatly typed on 8 1/2" X 11" page size, with normal margins and spacing. It should be noted that the SBBC is no longer accepting submittal of proposals in hard copy format. **All proposals must be submitted electronically via DemandStar.**

IMPORTANT NOTE: This RFP contains four (4) Groups, Laptops (Group 1), Desktops (Group 2), Accessories (Group 3) and Accidental Damage Protection (Group 4). **Only Groups 1 and 2 will be evaluated and awarded independently by the SBBC Evaluation Committee, while Groups 3 and 4 are for informational purposes only and will not be awarded.**

Proposers may submit proposals for any single group or multiple groups. **Proposers shall indicate which groups they wish to submit proposals for in Section 4.3 of this RFP**. To be considered for an award in Group 1 and Group 2, proposers must provide cost information for every item within groups 1 and 2. SBBC reserves the right to order individual items within a group as needed. **Failure to provide individual cost information for any item within a group shall result in the disqualification of the entire group and not be considered for further evaluation. Additionally, if any item within the group fails to meet the required specifications, the entire group shall be disqualified and not be considered for further evaluation.**

Proposals must be received by the deadline for receipt of proposals specified in this RFP Calendar (Section 2).

Please note that proposals must be submitted to and received by SBBC on the date and at the time indicated in **Section 2. Proposal response submission to the Procurement and Warehousing Services Department via DemandStar on or before the stated time and date will be solely and strictly the Proposer's responsibility. SBBC will not in any way be responsible for delays in the Proposer's submission of their proposal.**

Proposals must bear the electronic or handwritten signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by SBBC as constituting an offer by the Proposer to perform the required services at the stated prices.

4.1 Response format

To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.

4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

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

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

4.1.4 **Required Response Form:** (Section 1.0 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted, and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Other Names:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.6 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title:_____

Mailing Address:_____

Email and Phone:_____

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email and Phone:_____

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

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

4.2.2 Proposers must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 of this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

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

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

4.2.5 Complete and return, with your proposal, **Attachment H** - Affidavit **Use of Coercion for Labor and Services** of the RFP. **This is a required document**.

4.2.6 Complete and return, with your proposal, **Attachment Q – Device Specifications - This is a required document**.

4.2.7 Proposer must be an OEM (Original Equipment Manufacturer). OEM must provide any documentation, or certification that substantiates your status. **Attach a copy of the document with the submitted proposal**.

4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Scope of Services & Performance Specifications, Cost of Goods/Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. **Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal**.

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

Proposers must specify the groups for which they intend to submit a proposal. To be considered for an award, proposers must provide complete information for all sections listed in the table below that pertain to the groups they are submitting a proposal:

Mark Group using and "X"	GROUPS	Sections required to be responded:
	Group 1 - Laptops	Proposers Experience & Qualification: from 4.3.1.1 through 4.3.1.12 Scope of Services & Performance Specifications: from 4.3.2.1 through 4.3.2.17 Cost of Goods/ Services: 4.3.3.1 Supplier Diversity Outreach Program Participation: 4.3.4
	Group 2 - Desktops	Proposers Experience & Qualification: from 4.3.1.1 through 4.3.1.12 Scope of Services & Performance Specifications: from 4.3.2.18 through 4.3.2.31 Cost of Goods/ Services: 4.3.3.1 Supplier Diversity Outreach Program Participation: 4.3.4
	Group 3 – Accessories	Excel Summary Sheet Tab 4 –**Optional– It will not be evaluated by the Committee and will not be awarded**
	Group 4 –Accidental Damage Protection	Excel Summary Sheet Tab 5 - **Optional– It will not be evaluated by the Committee and will not be awarded**

4.3.1 **Proposer's Experience & Qualifications – (Maximum 25 allowable points):**

All proposers must be Original Equipment Manufacturer (OEM). OEM, in the context of computer manufacturing, refers to a company that produces hardware and software, consistently delivering high-quality, innovative products that meet or exceed industry standards, which can lead to differentiation in the marketplace. To be successful, an OEM must establish a significant market presence with established relationships and a proven track record of sales and distribution, enhancing overall visibility and brand recognition. Furthermore, the company should prioritize customer satisfaction through robust support services and customer engagement to influence long-term loyalty and adoption rates. A clear strategic vision and roadmap for future product development that aligns with market trends and customer needs are essential, as is maintaining a solid financial foundation to support ongoing investment in research and development, marketing, and customer support.

When submitting proposals, please follow the order and format below, including header and sub-header titles.

4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 **History and Stability:** Provide a brief history of your company, including the number of years in business, any major milestones, proof of educational certifications, and any other relevant qualifications.

4.3.1.3 **Ownership and Management Structure:** Describe your company's ownership and management structure, including the names and titles of key executives.

4.3.1.4 **Financial Stability:** Provide financial statements for the past three years to demonstrate financial stability and capability.

4.3.1.5 **Company Reputation:** List any industry awards or recognition received. Provide information on client retention rates as an indicator of long-term satisfaction.

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

4.3.1.6 **Innovation and Future-readiness:** Provide an explanation of your commitment to innovation and future technology development and a roadmap for future products and services relevant to education.

4.3.1.7 **Educational Alignment**: Highlight any specialization in the education sector, including tailored products and services for K-12 schools. Detail any innovative solutions or products specifically designed for educational environments.

4.3.1.8 **Training and Support**: Describe training programs available for BCPS staff to ensure effective use of the devices. Outline support services, including helpdesk availability, response times, and escalation procedures.

4.3.1.9 **Compliance and Certifications**: List relevant certifications that indicate suitability for educational use (e.g., Common Criteria Certification, Energy Star). Ensure compliance with regulations such as FERPA (Family Educational Rights and Privacy Act) and COPPA (Children's Online Privacy Protection Act), and any other relevant legislation.

4.3.1.10 **Customer Service and Satisfaction:** The company should offer comprehensive support and maintenance services to ensure the devices (laptops and desktops) remain functional and up-to-date, which is critical for the continuity of educational activities. Describe the support network, including local and regional service centers. Provide customer satisfaction ratings or surveys from previous educational clients.

4.3.1.11 **References**: Provide a minimum of three references, clients either past or current, for whom Proposer has provided technology computing devices in a K-12 environment. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment E** to be provided with the proposal). Please be advised that all references submitted in response to this solicitation may be verified as part of the evaluation process.

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

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

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

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

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. **Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted. ~~by the Evaluation Committee.~~**

Please respond from 4.3.2.1 to 4.3.2.17 ONLY IF you are submitting a proposal for GROUP 1. If you are not submitting for this Group, please leave those sections blank.

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	**RUGGED TEST**: Awardee(s) shall supply their type, method and results of testing devices for LAPTOPS. See **Attachment K** for Test Requirements.			
4.3.2.2	**DESCRIPTIVE LITERATURE**: Proposer shall include the manufacturer's technical specification sheet for the device(s). Complete descriptive technical literature on the system being proposed should be submitted with the proposal ~~or upon request within three business days after the notice~~. **Failure to provide information as described herein shall cause a proposal to be non-responsive and ineligible for evaluation and award under this RFP.**			
4.3.2.3	**NEW DEVICES:** All devices shall be new and Mobile Device Management (MDM) compliant; corporate grade for use in managed network environments. Newly manufactured devices containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly remanufactured, used, shopworn, demonstration or prototype equipment will not be accepted.			
4.3.2.4	At the time of bid submittal, the OEM shall submit a copy of their valid ISO 9001 certificate and any other related **ISO certificates**. See **Attachment L** for a list of some types of certificates.			
4.3.2.5	Awardee(s) shall supply only enterprise or commercial class devices. Consumer or home class devices **are not acceptable.**			

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.6	**MICROSOFT SHAPE THE FUTURE:** See **Attachment M** for Microsoft Shape the Future letter that dictates Operating System pricing in conjunction with the Microsoft 365 A5 License (Campus Agreement) to the Awardee. Proposers should consider this when submitting pricing and configure all devices with the least expensive option required for the Microsoft Campus OS licensing. Microsoft OS included with the device must be upgradable to 64-bit and compliant with the A5 licensing minimum requirement.			
4.3.2.7	**MICROSOFT CERTIFICATION**: Awardee(s) shall supply devices that are certified by Microsoft and be a member of the most current Microsoft Windows Hardware Compatibility List (HCL). If the product is not a member of the HCL, the Proposer must produce a certification letter from Microsoft stating that the product has been tested and is approved for use with most current Microsoft Windows OS. See **Attachment N** for Key Features of the Windows Hardware Compatibility List (HCL).			
4.3.2.8	**HARDWARE CONFIGURATION (COMPONENTS):** Awardee(s) shall provide hardware configurations for a minimum of one year following the end of service life for the same price or less to reduce obsolescence and maintain consistency and compatibility across models in the same product line. This obligation shall survive beyond the termination or expiration of this agreement, ensuring that the one-year period following the end of service life remains in effect for the entirety of that year.			
4.3.2.9	**DEVICE DRIVERS:** Awardee(s) shall ensure the provision of the latest drivers and firmware updates for all computers supplied under this contract. These updates must be delivered promptly and integrated seamlessly to maintain optimal performance and security standards. See **Attachment O** for device driver requirements that the proposer shall comply in order to be considered for award.			
4.3.2.10	**DEDICATED WEBSITE/PORTAL:** Awardee(s) shall provide SBBC a dedicated website/portal within 30 days of commencement of the contract at no cost to SBBC. The website/portal should automatically update with real-time information that includes but is not limited to the following features: account catalog, account status, order status, purchase history, invoice copies, shipping information, SBBC location numbers, SBBC location names, SBBC destination delivery address, model number, warranty and support information for any serial number (service tag) and assistance with troubleshooting. The website/portal, where applicable, shall also provide a means to download necessary software updates, BIOS updates, drivers that apply to any and all models of equipment provided, and service and user manuals. The dedicated website/portal will permit SBBC to download a CSV or equivalent file with all the listed categories.			

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.11	**WARRANTY**: Awardee(s) shall fully guarantee the cost of parts and labor for a minimum period of three (3) years for all computing devices from the date that the device is deployed to the SBBC. This Warranty shall survive beyond the termination or expiration of this agreement, ensuring that the three-year warranty period begins upon deployment and remains in effect for the entirety of the three years. Warranty must be Original Equipment Manufacturer (OEM) with any repairs performed by either the manufacturer or an authorized technician for the manufacturer. On-site repair is preferred, and all repairs must be complete within two (2) business days of notification. Awardee(s) shall supply a loaner device which has identical or better features and specifications, for all situations that exceed two (2) days from report of incident to complete repair and return to normal functioning. In the event of a dispute on requested repairs between SBBC and the Awardee, the decision of the SBBC designee shall be final and binding on both parties. Out of Warranty items are the responsibility of SBBC. Please refer to **Attachment P** for the complete list of warranty requirements.			
4.3.2.12	**REPAIR PARTS:** The performance of proper warranty services by the Awardee(s) is deemed by SBBC to be essential to SBBC's data processing operations and governmental functions. SBBC will monitor Awardee(s) performance of the warranty services through the SBBC's Service Desk System. If Awardee(s) breaches any provision hereof and fails within ten days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to SBBC and proceed with due diligence to completion or if it fails, more than ten (10) times in any 12-month period. Awardee(s) must comply with any time commitment established warranty service. Awardee(s) may be declared in default of this Agreement and the Director of the Supply Management & Logistics, without giving up any rights SBBC may have for damages for such breach or default, may take such action or actions as may be necessary to terminate the Agreement between SBBC and Awardee. **Awardee(s) shall make available to SBBC for purchase, repair parts for each and all the items purchased under this contract. Said repair parts must be priced at a minimum of 10% discount from manufacturer's retail price at the time they are purchased. Awardee(s) shall deliver repair parts within ten (10) days of receiving a valid purchase order** from SBBC, back ordered parts excepted. Repair parts shall be available for purchase by the School Board of Broward County (SBBC) at the specified discount for a minimum of three (3) years following the expiration of the warranty period for each product purchased. This availability shall continue until the manufacturer officially declares the repair parts obsolete or otherwise no longer available.			

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.13	**DELIVERY TO DEPLOYMENT SERVICES WAREHOUSE:** Once an order for Devices and Accessories is placed under a single purchase order (PO) number with the OEM, the products shall be delivered to the Deployment Services Warehouse within 15 business days. The distribution of these devices will be managed separately by the Technology Devices Deployment Services vendor as designated by SBBC.			
4.3.2.14	~~**DELIVERY TO SCHOOL AND DEPARTMENTS:** Once an order for Accessories is placed on a single purchase order (PO), the accessories shall be shipped directly to the school or department within 15 days and at no additional shipping cost.~~			
4.3.2.15	**DEVICE SPECIFICATIONS:** The **Attachment Q** contains the minimum technical specifications required for each device. Proposers shall supply the corresponding technical specifications for the device they are proposing in the appropriate space. Awardee(s) shall meet or exceed the minimum technical specifications required for each device. **Failure to provide information as described herein shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**			
4.3.2.16	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in **Attachment __R_.** **Note: General Conditions 7.1 and Section 4.2.1 are non-negotiable and with no exceptions, and any proposal that fails to completely accept these conditions shall be rejected.** **Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.**			
4.3.2.17	**DESCRIPTIVE LITERATURE**: Proposer shall include the manufacturer's technical specification sheet for the device(s). Complete descriptive technical literature on the system being proposed should be submitted with the proposal ~~or upon request within three business days after the notice~~. **Failure to provide information as described herein shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**			

Please respond from 4.3.2.18 to 4.3.2.31 ONLY IF you are submitting a proposal for GROUP 2. If you are not submitting for this Group, please leave those sections blank.

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.18	**NEW DEVICES:** All devices shall be new and Mobile Device Management (MDM) compliant; corporate grade for use in managed network environments. Newly manufactured devices containing used or rebuilt parts, remanufactured, rebuilt, reconditioned, newly remanufactured, used, shopworn, demonstration or prototype equipment will not be accepted.			
4.3.2.19	At the time of bid submittal, the OEM shall submit a copy of their valid ISO 9001 certificate and any other related **ISO certificates**. See **Attachment L** for a list of some types of certificates.			
4.3.2.20	Awardee shall supply only enterprise or commercial class devices. Consumer or home class devices **are not acceptable.**			
4.3.2.21	**MICROSOFT SHAPE THE FUTURE:** See **Attachment M** for Microsoft Shape the Future letter that dictates Operating System pricing in conjunction with the Microsoft 365 A5 License (Campus Agreement) to the Awardee. Proposers should consider this when submitting pricing and configure all devices with the least expensive option required for the Microsoft Campus OS licensing. Microsoft OS included with the device must be upgradable to 64-bit and compliant with the A5 licensing minimum requirement.			
4.3.2.22	**MICROSOFT CERTIFICATION**: Awardee shall supply devices that are certified by Microsoft and be a member of the most current Microsoft Windows Hardware Compatibility List (HCL). If the product is not a member of the HCL, the Proposer must produce a certification letter from Microsoft stating that the product has been tested and is approved for use with most current Microsoft Windows OS. See **Attachment N** for Key Features of the Windows Hardware Compatibility List (HCL).			
4.3.2.23	**HARDWARE CONFIGURATION (COMPONENTS):** Awardee(s) shall provide hardware configurations for a minimum of one year following the end of service life for the same price or less to reduce obsolesce and maintain consistency and compatibility across models in the same product line. This obligation shall survive beyond the termination or expiration of this agreement, ensuring that the one-year period following the end of service life remains in effect for the entirety of that year.			
4.3.2.24	**DEVICE DRIVERS:** Awardee(s) shall ensure the provision of the latest drivers and firmware updates for all computers supplied under this contract. These updates must be delivered promptly and integrated seamlessly to maintain optimal performance and security standards. See **Attachment O** for device driver requirements that the proposer shall comply in order to be considered for award.			

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.25	**DEDICATED WEBSITE/PORTAL:** Awardee(s) shall provide SBBC a dedicated website/portal within 30 days of commencement of the contract at no cost to SBBC. The website/portal should automatically update with real-time information that includes but is not limited to the following features: account catalog, account status, order status, purchase history, invoice copies, shipping information, SBBC location numbers, SBBC location names, SBBC destination delivery address, model number, warranty and support information for any serial number (service tag) and assistance with troubleshooting. The website/portal, where applicable, shall also provide a means to download necessary software updates, BIOS updates, drivers that apply to any and all models of equipment provided, and service and user manuals. The dedicated website/portal will permit SBBC to download a CSV or equivalent file with all the listed categories.			
4.3.2.26	**WARRANTY**: Awardee(s) shall fully guarantee the cost of parts and labor for a minimum period of three (3) years for all computing devices from the date that the device is deployed to the SBBC. This Warranty shall survive beyond the termination or expiration of this agreement, ensuring that the three-year warranty period begins upon deployment and remains in effect for the entirety of the three years. Warranty must be Original Equipment Manufacturer (OEM) with any repairs performed by either the manufacturer or an authorized technician for the manufacturer. On-site repair is preferred, and all repairs must be complete within two (2) business days. Awardee shall supply a loaner device which has identical or better features and specifications, for all situations that exceed two (2) days from report of incident to complete repair and return to normal functioning. In the event of a dispute on requested repairs between SBBC and the Awardee, the decision of the SBBC designee shall be final and binding on both parties.-Out of Warranty items are the responsibility of SBBC. Please refer to **Attachment P** for the complete list of warranty requirements.			

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.27	**REPAIR PARTS:** The performance of proper warranty services by the Awardee(s) is deemed by SBBC to be essential to SBBC's data processing operations and governmental functions. SBBC will monitor Awardee(s) performance of the warranty services through the SBBC's Service Desk System. If Awardee(s) breaches any provision hereof and fails within ten days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to SBBC and proceed with due diligence to completion or if it fails, more than ten (10) times in any 12-month period. Awardee(s) must comply with any time commitment established warranty service. Awardee(s) may be declared in default of this Agreement and the Director of the Supply Management & Logistics, without giving up any rights SBBC may have for damages for such breach or default, may take such action or actions as may be necessary to terminate the Agreement between SBBC and Awardee. **Awardee(s) shall make available to SBBC for purchase, repair parts for each and all the items purchased under this contract. Said repair parts must be priced at a minimum of 10% discount from manufacturer's retail price at the time they are purchased. Awardee(s) shall deliver repair parts within ten (10) days of receiving a valid purchase order** from SBBC, back ordered parts excepted. Repair parts shall be available for purchase by the School Board of Broward County (SBBC) at the specified discount for a minimum of three (3) years following the expiration of the warranty period for each product purchased. This availability shall continue until the manufacturer officially declares the repair parts obsolete or otherwise no longer available.			
4.3.2.28	**DELIVERY TO DELIVERY TO DEPLOYMENT SERVICES WAREHOUSE:** Once an order for Devices and Accessories is placed under a single purchase order (PO) number with the OEM, the products shall be delivered to the Deployment Services Warehouse within 15 business days. The distribution of these devices will be managed separately by the Technology Devices Deployment Services vendor as designated by SBBC.			

	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.29	~~**DELIVERY TO SCHOOL AND DEPARTMENTS:** An order for Accessories on a single purchase order (PO) will be dropped shipped directly to the school or department within 15 business days at no additional shipping cost.~~			
4.3.2.30	**DEVICE SPECIFICATIONS:** The **Attachment Q** contains the minimum technical specifications required for each device. Proposers shall supply the corresponding technical specifications for the device they are proposing in the appropriate space in addition to detailed specification sheets from the manufacturer. Awardee(s) shall meet or exceed the minimum technical specifications required for each device. **Failure to provide information as described herein shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**			
4.3.2.31	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in **Attachment __R_.** **Note: General Conditions 7.1 and Section 4.2.1 are non-negotiable and with no exceptions, and any proposal that fails to completely accept these conditions shall be rejected.** **Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.**			

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

Proposers must complete and submit the cost matrix as provided on the Excel sheet. **Proposer shall not change any pricing formats, the description of the device, the quantity or change or add anything to this matrix. Any change to the matrix shall result in disqualification of entire proposal submitted.** The formatted matrix shall be used to compare costs with other proposers and must be uniform in nature for comparison. This information is required to be considered for the award.
The Excel Spreadsheet contains Five (5) tabs. The Excel spreadsheet indicates the specific cell that will be used for cost comparison.

OIG 25-020-M

EXHIBIT 37

COMPANY NAME: **[enter your firm's name here]**

Instructions to Proposer -

1. Please indicate a response to each criteria required using an "X" and completing with information as necessary.
2. Submit electronically (.xls) with your RFP

Section 4.3.2 - Scope of Services & Performance Specification Matrix

Indicate your ability to meet each requirement using an "X" below

Section	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	SERVICES: The following sections details our current deployment processes and services. The diagram and detailed information in Attachment L is intended to illustrate a general overview of the entire deployment services process. If the Awardee(s) can accomplish the device etching, imaging, and delivery to end-user process using fewer steps or processes, so long as all items and responsibilities are accomplished and the same end result is achieved, SBBC may be agreeable to alterations, upon mutual agreement. ~~All Awardee responsibilities from 4.3.2.2 to 4.3.2.19 shall be unchanged, regardless of process improvements that may be implemented in the future.~~			
4.3.2.2	PROJECT MANAGER: Awardee provides a Project Manager to perform the following responsibilities: a. Execute project according to the project plan. b. Once order is placed for device with manufacturer and PO issued, Awardee's Project Manager contacts the receiving SBBC site to obtain the proper naming conventions. Prior to receiving the devices at the warehouse, it is imperative to have the naming conventions. c. Develops forms and records along with SBBC to ensure that project activities are aligned with SBBC policies. d. Set up files to ensure that all project information is appropriately documented and secured. e. Monitors progress of projects, adjusts as necessary to ensure the successful on-time completion of each delivery, and updates progress in the online portal. f. Establishes a communication schedule to update stakeholders which includes appropriate staff in the organization or as determined by SBBC. g. Reviews the quality of the work completed with the SBBC's project team on a regular basis to ensure that project requirements are met. h. Work closely with SBBC's Project Manager to ensure project issues are resolved cooperatively and quickly. i. Attend, at a minimum, a weekly on-site or virtual meeting as requested by SBBC.			
4.3.2.3	VENDOR COMPETENCY: Awardee's installation team must be fully competent in the operation of the delivered computer product. SBBC reserves the right to require the Awardee provide a new qualified installer, should an Awardee's installer be found lacking in competency. Awardee will be found in violation of RFP if a competent installer is not supplied. Violation will result in moving to an alternate provider. a. Installers are required to attend an installer's meeting if scheduled by the SBBC Information Technology (IT) Division. IT provides at least three (3) days' notice prior to such meeting. When possible, SBBC in cooperation with the vendor will try to conduct these meetings at the installation site. b. Failure to attend or provide an alternate attendee to the Installer's Meeting is a violation of the bid. c. Frequency of the meetings is determined by the IT Division.			
4.3.2.4	DELIVERY TO AWARDEE'S WAREHOUSE: The delivery of the product from the manufacturer will be determined by SBBC. During this 15-day window, the deployment vendor is expected to reach out to the installation site to obtain the computer names (see section 4.3.4.16). It is the responsibility of the Awardee to accept delivery and prepare devices for deployment within a four (4) working day period. Under certain circumstances, it may be advantageous for a delivery from deployment vendor to be delayed beyond 4 days. Such a delay will be allowed up to 60 days after receipt of order (ARO) if requested, in writing, by a location administrator or IT Project Manager to the deployment vendor at no additional cost. Note: Awardee is responsible for verifying serial numbers upon acceptance of device delivery.			
4.3.2.5	SBBC SITE DELIVERY: Delivery is scheduled as follows: a. Project Based (District Wide Orders) - IT contacts the receiving SBBC site to schedule the delivery of the order and notifies the Awardee. b. Non-Project Based (Individual School/Department Orders) - Awardee contacts the receiving SBBC site to schedule the delivery of the order. IT is not involved in these deliveries.			
	PRE-INSTALLATION PREPARATION BY AWARDEE: The Awardee must follow SBBC's installation process as described below. This			

4.3.2.6	process is further outlined in Section 4.3.4.12. Awardee's Warehouse must be physically located within the tri-county area (Broward, Palm Beach or Miami-Dade Counties) and has a minimum 10,000 square feet of warehouse space. a. Awardee must have a secure warehouse to receive and store large inventories until delivery date is identified. Each desktop, laptop and hybrid is imaged, provisioned and laser etched (if applicable), at this warehouse/storage location prior to delivery to SBBC sites. b. Awardee confirms that items ordered on the Purchase Order matches physical items received (i.e. Model Number). c. The Windows' operating system installed in accordance with SBBC's Microsoft Enrollment for Education Solutions (EES) licensing agreement. All 3rd-party software included on the image is also in compliance with all SBBC licensing agreements. Awardee, in fulfilling this bid requirement, shall not cause SBBC to violate any copyright provisions for software furnished to SBBC. d. SBBC creates an image and provides the Awardee with multiple hardware independent images that are used across the SBBC Standard Product line. e. Within four days of receipt of the computing devices from the manufacturer, the deployment vendor provides on- site delivery of the product and installation at no additional cost to the receiving SBBC site. f. Imaging, provisioning and laser etching and/or ultraviolet (UV) printing (if applicable), etching design must include logo and a minimum of three lines of text, covering at least 75% of the top cover unless otherwise specified by SBBC. g. Verification of the proper laser etch image and/or UV print (if applicable) applied to device will be based on whether devices are Project or Non-Project. h. Awardee applies laser etching and/or UV printing (if applicable) based on digital files provided by SBBC to laptops and hybrid only (desktops are not laser etched). i. Windows computer devices are imaged and provisioned specific to the school's network credentials prior to final delivery from warehouse to SBBC site. j. Installation must be consistent with the procedures described in the product manual and must conform to the installation procedures or specifications provided by SBBC at time of installation. k. Once imaging, provisioning, and laser etching and/or UV printing are complete, the device and its accessories must be returned to their original packaging. Ensure that the serial number on the box matches the serial number of the device. l. Laptops or Hybrids purchased for a cart are placed into the cart for safe transport to SBBC site. m. When carts are purchased with devices, power adapters are securely fastened and professionally routed in the cart for convenient access when charging the devices. Additionally, it is essential to verify that the power cords are in good working order. n. Awardee maintains a library of all SBBC images developed by SBBC during the term of this bid.			
4.3.2.7	CONFIGURE LAPTOPS AND HYBRID CART/TRAY/CABINET – Awardee completes the following at warehouse prior to delivery to SBBC Site: a. Carts ordered from the Technology Computing Devices Bid require power adapters for laptops or hybrid to be securely wired into carts. Upon completion of cart wiring, place laptops or hybrids into carts in preparation for transport to SBBC site. b. Record cart inventory on Proof of Delivery Sheet. c. Cart/tray/cabinet are defined below: d. A computer storage cart is a specialized mobile piece of furniture designed to store and organize computer equipment, accessories, and related technology. e. A computer storage tray is a flat, often shallow container or platform designed to hold and organize tablets and accessories. f. A computer storage cabinet is a non-mobile piece of furniture designed to securely store and organize computer equipment, peripherals, and related technology.			
4.3.2.8	DELIVERY TO SBBC SITE: Awardee provides inside delivery, F.O.B. (Free On Board) Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is: Awardee retains title and control of goods and is responsible for the risk of transportation. Title passes to buyer upon delivery to the site/school. a. Awardee provides flexible delivery and/or storage options, at no additional cost, including, but not limited to, mutually agreeable extended delivery hours, order consolidation, custom palletization. b. Shipping options shall allow for multiple addresses, and multiple locations for each address, on one or multiple purchase orders. c. Awardee must have a box truck with lift gate capabilities. d. In some cases, the Awardee shall configure pre-existing carts, with pricing based on the number of devices to be placed within the cart. e. Awardee is responsible for the product until delivered to SBBC sites. f. SBBC retains the right to refuse delivery of any damaged packaging resulting from reasonable cause of shipping. Product delivery must be scheduled when the school/center/department is open Monday through Friday 8:00 a.m. to 4:00 p.m. Eastern Standard Time (EST). Therefore, all deliveries shall be between 8:00 a.m. and 4:00 p.m. EST on business days excluding legal holidays or days during which SBBC is closed. Delivery shall not be performed on weekends or during designated SBBC holidays unless pre-arranged with school or site. g. Payment to Awardee will not be made until all items on the Proof of Delivery Sheet have been fulfilled. Neither the Awardee, nor its employees will initiate contact with persons at the SBBC site for the purposes of obtaining payment or the approval of payment.			

4.3.2.9	GENERAL ONSITE INSTALLATION AND SYSTEMS INTEGRATION PROCEDURES – LAPTOPS, HYBRIDS AND DESKTOPS: a. SBBC will provide the Awardee with the most current information, including installation specifications to be used when installing the product. Refer to section 4.3.4.12. b. Awardee unpacks and installs peripherals, including but not limited to the mouse, keyboard, monitor, docking solution if ordered, and external speakers in areas specified by each site. c. Once verified, place laptops/desktops in carts or boxes as required. d. Awardee delivers desktop, laptops, hybrid or carts into their corresponding office, classroom or as specified by the location administrator. e. Awardee is responsible for configuring pre-existing carts not purchased on the Technology Computing Devices Proposal and is asked to provide pricing on the Bid Summary Sheet. f. For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrids. g. If a laptop/hybrid cart is included in the purchase, Awardee wires the power adapter in the cart and securely places the devices in the cart prior to delivery h. Awardee must verify network connectivity for all devices by powering each unit on, ensuring the device boots to Broward School's login, then verifying the computer name is correct for that school. i. In the case where the computer does NOT boot to the Broward Schools login, it is the Awardee's responsibility to reimage the device onsite following BCPS imaging process. j. Awardee is responsible for breaking down and discarding all boxes and packing materials to an area designated by location administrator. k. Awardee provides an electronic record of inventory as required by SBBC. l. Awardee sends a copy of the Proof of Delivery Sheet to IT upon completion of delivery and installation.			
4.3.2.10	VERIFICATION OF ONSITE INSTALLATION: Awardee provides the means by which SBBC personnel can randomly verify the content of the installed devices to ensure compliance with this bid. Items to be checked/inventoried include but are not limited to: the computer specifications			
4.3.2.11	PROOF OF DELIVERY (POD) DOCUMENTATION: Awardee must attach all packing slips/PODs to the OUTSIDE of each shipment. Failure to provide packing slip/POD attached to the outside of shipment may result in refusal of shipment at Awardee's expense. At a minimum, packing slip/POD shall reference: Purchase Order number; a complete listing of items delivered listing all serial numbers associated with each item; a listing of all back-ordered items. Additionally, a separate electronic copy of the school packing slip in a format that can be uploaded to SAP (i.e. Excel), including the serial numbers, four digit location number, and arrival date must also be forwarded to IT within 24 hours of delivery. In addition, all serial numbers must be included on invoices submitted to SBBC for payment. This process will be in accordance with the Proposer Information Package.			
4.3.2.12	COLLABORATION WITH SBBC TECHNOLOGY SUPPORT SERVICES TEAM: All windows computer installations at School Board of Broward County, Florida (SBBC) locations must be installed according to the information in sections 4.3.4.13 through 4.3.4.16. Note that the information contained herein is subject to change, and any will be forwarded to all involved parties one week prior to the intended effective date via email. The Awardee's installation personnel must be qualified to install and operate the hardware and operating systems for every device model being sold to SBBC by the manufacturer as stated in the RFP documentation. SBBC personnel will not assist in the installation of hardware or software. Windows Computer Installation Process Awardee is responsible to include laser etching and/or UV printing, imaging with an SBBC provided image, provisioning devices to SBBC site specific network, delivery to school/district location, verification of serial numbers, computer functionality, and packaging material cleanup.			
4.3.2.13	DEVICE IMAGING: a. SBBC will provide a modified image of our reference machine and uploads it to the Awardee's site. b. Awardee will deploy the appropriate image on a device c. A direct VPN tunnel is required to SBBC network from Installation vendor location. SBBC will work with Awardee to configure this process. d. When devices are delivered to Awardee's location, Awardee images and laser etches (if applicable) with SBBC provided digital files. e. The Awardee will image the device using the BCPS imaging utility. To image student devices, Awardee must select the Azure domain. For all other computers, Awardee must select Microsoft Active Directory domain. f. The Awardee will configure the device with the correct BCPS naming convention and computer type (Staff/Student). g. Awardee's Project Manager is responsible for obtaining computer names from the SBBC site receiving the computers h. The provisioning application completes the installation by automating the steps below. During provisioning the following components are completed: i. Activation of Windows installation j. Activation of Office installation k. Configuration of wireless network profile l. Join the correct domain			

4.3.2.14	DELIVERY / INSTALLATION TO SBBC LOCATIONS: a. Awardee is responsible for providing to IT an electronic copy (.xlsx) of the Proof of Delivery (POD) showing all the serial numbers at a maximum of 2 days AFTER delivery to SBBC site location. This must also include a PDF with signatures from the site's administrator/director or designee. b. When the Awardee arrives at the SBBC location, the location administrator or designee will direct the installation team to designated room(s) for equipment installation/verification and sign off process and will ensure access to the designated room(s). The workspace provided to the Awardee shall be quiet and private, as not to interrupt the daily learning activities of the school and students. c. The Awardee is responsible for removing all documentation, software and manuals from boxes and placing them in an area designated by the location administrator. d. When delivering desktops and laptops/hybrids with docking solutions, keyboard, mice, and monitors, Awardee must perform setup. e. When delivering laptops/hybrids in carts, the cart must be securely fastened in transport vehicle and must include all accessories. f. For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrids. SBBC will evaluate a sample of an initial wired cart completed by the vendor before commencing with deployment of carts to ensure it meets SBBC's standard of quality. This will be done for every cart type and model during the life of this contract. g. For Project Based deliveries (district-wide order), a representative of the Awardee, a school representative and IT will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD). h. For Non-Project Based deliveries (individual school/department order), a representative of the Awardee and a school representative will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD).			
4.3.2.15	SIGN-OFFS: a. Awardee provides the school/department with a Proof of Delivery (POD) b. When all serial numbers have been verified, any Dead-On Arrival (DOA) units have been identified and any additional notes are completed, the three representatives will sign and date (in BLUE ink) the POD and all parties will retain a copy. The Awardee will retain the Original signed copy. Note: Awardee's Project Manager is responsible to coordinate with the manufacturer any DOA replacements. c. Awardee is responsible to electronically scan the signed POD and send a copy to IT along with an .xlsx file containing the serial numbers. d. Awardee is responsible for identifying the serial number of the DOA and the serial number for the corresponding replacement.			
4.3.2.16	COMPUTER NAMING INSTRUCTIONS: In this document, the following terms and their respective meanings are used. Complete names must be limited to a maximum of 15 characters. Location Numbers may be obtained from the site's Technology Support Specialist, bookkeeper, or office manager. a. Location = the location number of school or department b. Serial = the manufacturer-provided device identifier. c. Non-Project based computer naming = Refers to devices that are purchased by individual locations • Desktop Workstations: Location# -serial number (e.g., 0011-xxxxxxx) • Wireless Carts: Location# -S-serial number (e.g., 0011-S-xxxxxxx) • Student Laptops: Location# -S-serial number (e.g., 0011-S-xxxxxxx) • Teacher Laptops: Location# -serial number (e.g., 0011-xxxxxxx) d. Project based computer naming = Refers to devices that are purchased as a project. IT will provide the naming conventions.			

4.3.2.17	DEVICE PORTAL:The Awardee will establish a cloud-based portal for all devices ordered from the manufacturer and the status of deliveries to SBBC sites. This portal will be accessible at any time and can be downloaded by SBBC staff for use with applications such as Power BI and Excel. Additionally, the portal will be used for benchmarking criteria and will provide the following information among other details. a. Device specs: Model, processor type, etc. b. Project: Each delivery is based on a project or local site orders (Run-rate, Project). c. Site Name: Name of the site that will receive the delivery. d. Location Number: Pre-assigned four digit location number for each site. e. PO Number: Unique number assigned to each order. f. Quantity: The number of devices ordered on each purchase order. g. Serial Number: The list of serial numbers of the devices based on the purchase order. h. Scheduled Delivery Date: The expected delivery date to the site. i. POD Signoff: The date that the proof of delivery is sent to the site. j. Device arrival date: The date the device arrives at deployment vendor site. k. Quantity Status: Devices delivered, remaining, and pending. l. NOTES: List any comments or notes (e.g., DOAs).			
4.3.2.18	EVALUATION AND FEEDBACK: Procedures for evaluating the deployment and gathering feedback from stakeholders. BCPS will periodically survey the sites to gather information on the deployment services, focusing on the following aspects: a.Delivery Date: Were the devices delivered on the expected date? b.Deployment/Setup Process: Identify any technical issues during the onsite deployment. c.System Configuration: Identify devices that were not configured correctly. d.Technical Support: Quality of technical support provided for repairs of devices. e.Customer Service: Collect comprehensive feedback on various aspects of customer service. f.Improvement and Feedback: Gather suggestions for potential improvements.			
4.3.2.19	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in Attachment J. Note: General Conditions 7.1 and Section 4.2.1 Note: General Conditions 7.1 and Section 4.2.1 are non-negotiable and with no exceptions, and any proposal that fails to completely accept these conditions shall be rejected. Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal department or the department responsible for the placement of the RFP, the condition shall remain the same as originally stated in the RFP.			

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COMPOSITE EXHIBIT 38

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

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

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

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. **Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted. ~~by the Evaluation Committee~~.**

The delivery of the product from the manufacturer will be determined by SBBC.

Scope of Services & Performance Specification Matrix – Proposer shall complete Excel spreadsheet Tab 3 provided on DemandStar.

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

Proposers must complete and submit the price matrix as provided on the Excel sheet. **Proposer shall not change any pricing formats, the description of the device, the quantity or change or add anything to this matrix. Any change to the matrix shall result in disqualification of entire proposal submitted.** The formatted matrix shall be used to compare prices with other proposers and must ~~be~~ maintain a uniform ~~in nature for~~ structure for effective comparison. The total amount utilized for this comparison will be identified in the cell specified on the *Excel Summary Sheet, Tab2*, and will be used for determining section 4.3.3 Cost of Goods/Services points. The proposal with the lowest total amount will receive the maximum score of 20 points. This information is required to be considered for the award.

The Excel Spreadsheet contains three (3) Tabs. The Excel spreadsheet indicates the specific cell that will be used for price comparison.

4.3.3.1 – Cost Matrix (See Excel Sheet provided on DemandStar.com).

The following is a list of the tabs contained in the Excel spreadsheet:

- **TAB 1- Company representative:** Proposer(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

- **TAB 2 – Group 1–Deployment Cost -**Proposer shall provide prices on every item listed in Group 1. **Failure to state the individual price for any item within Group 1 shall result in the disqualification of the entire group.**
  Note: Estimated quantity is only used for calculation purposes. The number of device deployments may be greater or less than the estimated quantity provided.

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

- **TAB 3** – **Scope of Services & Performance Specifications** -This Tab shall be utilized by Proposer to indicate their ability to meet Scope of Services & Performance Specifications as part of **Section 4.3.2** of this RFP.
  If the Proposer leaves the response section(s) blank, it shall indicate that the Proposer agrees and fully complies with each Scope of Services & Performance Specifications of the RFP.
  The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. **Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.**

Evaluation of Points

The proposal with the lowest price will receive the maximum score of 20 points.

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

Example:	Lowest Price Proposed / Next Proposer's Price		X	Maximum Allotted Points	=	Assigned Score
Example:	$1,650.00 / $2,000.00	(.825)	X	20	=	16.5 points

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SECTION 5.0 – EVALUATION OF PROPOSALS

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

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	25
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	20
TOTAL	**100**

Note: Evaluation points for "Category D" shall be provided by the EDDC Department.
The SBBC shall award a maximum of ~~Fifteen~~ Twenty (20) points, to Prime Bidder/Proposer(s) for participation:
For Non-EDDC Certified Prime Bidder/Proposer(s) A MANDATORY 20% E/S/V/M/WBE Subcontracting Goal applies.

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

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

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

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.2 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

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

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

Step 3: Cost Evaluation (Category C): SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.3. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category D): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the E/S/M/V/WBE information supplied in accordance with section 4.3.4 and the information requested and described further in **Attachment A**. All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

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

5.4 **Tie Score:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value, then General Condition 7.55, Tie Bid Procedures shall apply.

5.5 **Committee Questions:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.6 **Committee's Recommendations:** A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject any or all of the submitted proposals. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate prior to making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second highest-ranked Proposer, and so on until finished, or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

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

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further negotiations with one (1)

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

or more of the next highest-ranked Proposer(s). If negotiations are not successful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest of SBBC and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award. The Committee determines the recommendation for the award of the RFP.

5.7 **Award**: The Evaluation Committee may recommend an award to a single proposer, multiple proposers, or to a primary vendor who has received the highest score, along with a first and second alternate based on the ranking of scores. The first alternate will be the proposer with the second-highest score, and the second alternate will be the proposer with the third-highest score. The recommendation is solely at the discretion of the Evaluation Committee. If a multiple award is recommended, then the Proposer must have an evaluation score of **65 points** or higher to be recommended for award. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of the negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment J** shall be prepared for execution by the Awardee and SBBC and shall be governed by the laws of the State of Florida and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. Agreements will be approved as to form and legal content by SBBC's General Counsel and will be submitted to SBBC for final approval. The recommendation to award the RFP shall be contingent upon the successful completion of a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under this contract.**

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EXHIBIT 39

PROCUREMENT & WAREHOUSING SERVICES

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505
EMAIL: PurchasingHelpDesk@BrowardSchools.com www.BrowardSchools.com/PWS

11/8/2024

ADDENDUM NO. 1

RFP 25-078

BID NAME: Technology Devices Deployment Services

TO ALL PROPOSERS:

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

Delete: Page 6 of 57 pages	Insert: Page 6 of 57 pages (Revised)
Delete: Page 12 of 57 pages	Insert: Page 12 of 57 pages (Revised)
Delete: Page 13 of 57 pages	Insert: Page 13 of 57 pages (Revised)
Delete: Page 14 of 57 pages	Insert: Page 14 of 57 pages (Revised)
Delete: Page 15 of 57 pages	Insert: Page 15 of 57 pages (Revised)
Delete: Page 17 of 57 pages	Insert: Page 17 of 57 pages (Revised)
Delete: Bid Summary Sheet	Insert: Bid Summary Sheet Rev1

Note: Changes to the Bid Summary Sheet include changes to Tab 2 and Tab 3. The PDF attached for the REVISED Bid Summary Sheet is for reference only; the Excel version is available for download from DemandStar and should be used to submit your response.

This Addendum is for informational purposes only and need not be returned with your proposal. By virtue of signing the "Required Response Form", Section 1 of RFP 25-078 Proposer certifies acceptance of this Addendum.

Sincerely,

Thais Souza
Purchasing Agent IV

This concludes Addendum No. 1 for RFP FY25-078 – Technology Devices Deployment Services
All other terms and conditions remain the same.

- QUESTION #1: Is there a program where I can sign up to work with the winner of the bid to provide these services as a contractor?

  ANSWER TO QUESTION #1: No, there are no such programs available.

- QUESTION #2: The following sections need to be revised to allow local vendors to participate as prime vendors. If an SBE has been a subcontractor on projects, this will exclude them because their reference is a vendor, not a K12 district. Also, if work has been performed at a local college, for instance, Broward College, that reference is not valued because they don't have 100 locations.

  4.3.1.2.2. Experience in Educational Settings
  C. Case Studies: Submit at least three case studies of similar projects completed within the last five years. Each case study should include the project scope, challenges, solutions, and outcomes.
  D. Customer Service: Provide customer
  4.3.1.4 References: Provide a minimum of three references, School Districts either past or current, for whom Proposer has provided Technology Deployment Services. Acceptable references must be from an k-12 or higher education institution with a minimum of 100 school sites where the Proposer deployed a minimum of 3,000 devices on average per month. References shall include, at a minimum, the k-12 education institution name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See Attachment D to be provided with the proposal).

  ANSWER TO QUESTION #2: SBBC has reconsidered it. Please see RFP revised pages 12 and 13 of 57 pages.

- QUESTION #3: Spreadsheet does not allow for decimal point in the SBBC Price. It is rounding price to the nearest dollar.

  ANSWER TO QUESTION #3: Please see the revised Excel Summary Sheet in Addendum# 1.

- QUESTION #4: Does Broward want the proposal submitted as individual sections as in DemandStar? Or One file plus the spreadsheet?

  ANSWER TO QUESTION #4: Proposers must adhere to the RFP submittal checklist and numbering instructions. They should upload the entire proposal, including attachments but excluding the Bid Summary Sheet, in DemandStar under document number 4, labeled "Proposal," following the sequence specified in the RFP checklist. Additionally, proposers should upload separate required documents using the corresponding numbers in DemandStar (it is acceptable if the DemandStar number does not align with the RFP checklist number). All EDDC applicable forms, labeled as Attachment A should be uploaded under number 5. The *Excel Summary Sheet* shall be uploaded in DemandStar under number 1.

- QUESTION #5: Can we submit clarifying questions after the Q&A addendum is posted?

  ANSWER TO QUESTION #5: No.

- QUESTION #6: This is a 5-year initial contract, any extension?

  ANSWER TO QUESTION #6: Please refer to RFP Section 3.4.

- QUESTION #7: There appears to be some conflicting statements of electronic signature and Blue Ink signature. Can electronic be used for all signatures? And Notarization stamp.?

  ANSWER TO QUESTION #7: Electronic can be used for all signatures.

- QUESTION #8: Please confirm lowest cost gets the maximum points of 20… all others is proportional to the lowest bid.

  ANSWER TO QUESTION #8: Yes, the proposal with the lowest price, as specified in Section 4.3.3 (Cost of Services) of the RFP and shown in Tab 2 of the Excel Summary Sheet, will be awarded the maximum score of 20 points in the evaluation process. Points for all other proposals will be calculated according to the criteria outlined in the section titled "Evaluation of Points" on page 15 of 57. Please refer to the revised page 15 in Addendum #1 for further details.

- QUESTION #9: Lowest cost is determined by the total cost in the section, correct?

  ANSWER TO QUESTION #9: The lowest cost is identified in the cell specified on the Excel Summary Sheet, Tab 2 (Group 1 - Deployment Cost). Please refer to the revised section on page 14 of 57.

- QUESTION #10: Who are the members of the evaluation committee? Are all the members voting members?

  ANSWER TO QUESTION #10: The Evaluation Committee shall consist of members from various district stakeholders to include schools and district departments. All members of the Evaluation Committee are voting members. Please refer to the revised section on page 17 of 57 pages.

- QUESTION #11: Error on section 5.1. the word "Fifteen" is before (20) points. Is "Fifteen" an error?

  ANSWER TO QUESTION #11: Please see revised page 17 of 57 pages.

- QUESTION #12: Is Broward producing the Master Image? Is this the same image to be used for Warranty repairs?

  ANSWER TO QUESTION #12: Yes.

- QUESTION #13: How are images being deployed today? InTune?

  ANSWER TO QUESTION #13: The image is being deployed utilizing the BCPS custom imaging utility.

- QUESTION #14: Please provide how the 35 points for "Scope of Work" will be determined. Some good points were brought up during the pre-bid on how the points will be awarded. Specifically, if everyone marks "X" on complies on every item, do all of them get 35 points.?

  ANSWER TO QUESTION #14: Yes.

- QUESTION #15: Please clarify the final decision on the minimum of 10,000 square feet for the warehouse.

  ANSWER TO QUESTION #15: The minimum of 10,000 square feet of usable space for the warehouse required in RFP Section 4.2.6 is essential to adequately support the needs of the district, based on our analysis of relevant data and operational requirements. Ensuring sufficient space is critical for effective logistics and service delivery across the district.

- QUESTION #16: Minority Participation – Since it is unknown all the services that will be performed or required, how can the Minority Participation be tied to 20% of the total services?
- I. For example, If a subcontractor that is E/S/V/M/WBE and will do 80% of all Etching Deployment but only 15% of the UV Printing Deployment, how will the Cost calculation be calculated?
- II. The mandatory 20% of the total PO? Even though the subcontractor may only do 15%?
- III. How do you reconcile the percentages when it is unknown what services will be required?

  ANSWER TO QUESTION #16: Prime Bidder/Proposer(s) should use their previous experience and historical data to determine the services needed to respond to EDDC's 20% mandatory requirements.

  I. The subcontractor is only required to perform 20% of the total contract value.
  II. Anything less than 20% subcontracting will be deemed non – responsive.
  III. Refer to ***RESPONSE # I***

- QUESTION #17: I also wanted to mention another restriction that neither Miami or Palm Beach has so it is unclear why Broward has this requirement. It is unnecessarily restrictive and may hinder small businesses from competing effectively for prime vendor status. Many of these businesses have warehouses of different sizes that could accommodate the project. However, if the warehouse must be larger than 10,000 square feet, the vendor is disqualified before having a chance to demonstrate whether they possess the necessary infrastructure to manage the workload.

- QUESTION #17(cont.):

  4.2.6 The Proposer's warehouse shall be physically situated within the tri-county area comprising Broward, Palm Beach, or Miami-Dade Counties. The warehouse must have a minimum of 10,000 square feet of usable space and must have been operational at the specified location for no less than one (1) year before the submission of the proposal. The Proposer shall provide verifiable documentation evidencing both the location of the warehouse and the duration of its establishment as part of the proposal submission. This is a required document and failure to provide it as requested herein shall result in the disqualification of the proposal.

  ANSWER TO QUESTION #17: See the answer to Question# 15.

- QUESTION #18: What requirements must we meet as a vendor to qualify for a response?

  ANSWER TO QUESTION #18: Please refer to the RFP Section 4.2 – Minimum Eligibility Requirements.

- QUESTION #19: Is it necessary to be a district-certified vendor to participate in the response? If so, what is the process for applying to become certified?

  ANSWER TO QUESTION #19: No, it is not necessary to be a district-certified vendor to participate in the response. If you are interested in becoming certified, please call the EDDC Department @ 754 321 0770, or visit our website https://www.browardschools.com/Page/58415 for information on *How to Apply.*

- QUESTION #20: Once the district vendor application is submitted, how long does the approval process take?

  ANSWER TO QUESTION #20: Once a vendor completes registration in ARIBA, vetting and compliance will be performed, and a vendor number will be created in the order registrations are received, typically within two weeks.

- QUESTION #21: If district vendor certification is not completed by the response deadline, will we be automatically disqualified, or will you consider that the application was submitted before the deadline?

  ANSWER TO QUESTION #21: EDDC Certification is not required to bid as a Prime, however, the mandatory 20% requirement must be met by utilizing EDDC Certified ESVMWBE Firm(s) (*subcontractor's EDDC Certification at time of bid submission must be in Active status.)*

- QUESTION #22: Is there a separate process for certification as a minority-owned vendor for the district?

  ANSWER TO QUESTION #22: Yes, please refer to the RFP Section 4.3.4 – Supplier Diversity Outreach Program Participation, or Visit our website https://www.browardschools.com/Page/58415 for information on *How to Apply.*

- QUESTION #23: Will the district accept minority certifications from other states, such as Virginia?

  ANSWER TO QUESTION #23: NO

- QUESTION #24: Given the recent storms that have impacted vendors locally, will the district consider extending the deadline of November 14?

  ANSWER TO QUESTION #24: Yes, the district is extending the bid opening date to November 21, 2024. Please refer to the revised page 6 of 57 pages.

- QUESTION #25: Can the customer release an updated Excel Workbook where the number fields are not automatically rounded up?

  ANSWER TO QUESTION #25: See answer to Question# 3.

- QUESTION #26: Will the district be using InTune exclusively for Windows device deployment

  ANSWER TO QUESTION #26: No.

- QUESTION #27: What will the district be using for tablet deployments?

  ANSWER TO QUESTION #27: The district anticipates possibly looking to add several Android tablets.

- QUESTION #28: On the pre-existing tablets – what is the OS? What is the scope? Is there imaging required?

  ANSWER TO QUESTION #28: No imaging required on Tablets (iPads IOS/Tablets Android).

- QUESTION #29: On 4.3.1.3.2 Service and Support, Section A, Ongoing Support and Maintenance, what type of ongoing support and maintenance is being referred to here?

  ANSWER TO QUESTION #29: The purpose of Section 4.3.1.3.2 is to understand additional service and support that a vendor may provide.

- QUESTION #30: On 4.3.1.3.4 Innovation and Future-Proofing, Section B. Is the district asking how the bidder innovates with device deployment, or more generally as larger push towards innovation?

  ANSWER TO QUESTION #30: We are looking for a larger push towards collaborative innovation.

- QUESTION #31: Given the complexity of the project, the required attention to detail, and to provide ample time to answer (and review) the proposed questions & answers, will the team at the School Board of Broward County consider an extension of two weeks from date of the Q&A addendum release?

  ANSWER TO QUESTION #31: See answer to Question# 24.

- QUESTION #32: Just to verify RFP25-078, Is not to purchase equipment. But solely to deploy the devices mentioned in table 4.3.3.1 and the Broward County Public Schools will provide these devices so that etching, UV Printing and cart wiring can be done ?

  ANSWER TO QUESTION #32: Please refer to the RFP Section 3.1.

- QUESTION #33: For the UV printing, would the district like a full color logo and scannable barcode applied to each laptop? If so, will the barcode be a Code128, Code39, DataMatrix, QR or something else?

  ANSWER TO QUESTION #33: BCPS Logo contrasting with device color, Code 128 barcode, and QR Code.

- QUESTION #34: Can the district provide sample artwork for the UV printing?

  ANSWER TO QUESTION #34: Yes.

- QUESTION #35: In regards to 4.3.1.3.3 data security, would the District consider adding a requirement of the vendor obtaining Cyber Liability Coverage in addition to the minimum insurance requirements in 6.3.

  ANSWER TO QUESTION #35: Additional insurance beyond those stated in 6.3 are not a requirement of this RFP.

- QUESTION #36: Will a non-EDDC prime bidder which meets the mandatory 20% minority participation earn the maximum number of points allowed? If not please explain how the scoring for this category is going to be conducted.

  ANSWER TO QUESTION #36: Non-EDDC prime bidder who meets the mandatory 20% subcontracting participation will be scored using the GSC approved Matric. See example below:

**CERTIFICATION TYPE	Base Points (5)	E/S/V/MWBE PRIME BIDDER (3)	For each Subconsultant /Subcontractor (E/S/V/MWBE (1)	*EDDC INITIATIVE (1)	Community Outreach within the last 2 years (1)	Mix of 2 or more certification types E/S/V/M/WBE (1)	Local Broward County Office (2)	Reporting in the EDDC SDOP System (1)	First Time Certified Prime Bidder (5)	TOTAL Points Awarded

- QUESTION #37: What color are the laptops you would like the U V printing to be done on?

  ANSWER TO QUESTION #37: The color of the device will depend on the awarded vendor, we will select the color for UV printing based on the device's color.

- QUESTION #38: What size is the logo you would like printed and in what color would you like the logo to be printed ?

ANSWER TO QUESTION #38: The size of the logo is approximately 3.5 inches by 6 inches. BCPS is also looking at adding a Serial Number barcode and QR codes to the image. It will be a single color that can contrast against the device's color.

SECTION 2.0 – CALENDAR

October 15, 2024	Release of RFP25-078- Technology Devices Deployment Services
October 24, 2024	*Non-Mandatory Proposer's Conference (See Section 3.3) IN PERSON Procurement & Warehousing Services Department. The conference will be at 9:00 am ET: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 Virtual Proposer's Conference is also available at: VIRTUAL MEETING Join the meeting now Meeting ID: 258 532 918 320 Passcode: aLtkhc Or call in (audio only) +1-754-216-1864 Phone Conference ID: 610 060 752#
October 31, 2024	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department.
~~November 14, 2024~~ November 21, 2024	* Proposals are due electronically (e-bidding through DemandStar) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals Received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted. NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via DemandStar.
~~December 9, 2024~~ December 17, 2024	*Evaluation Committee reviews proposals, negotiates and makes recommendations for awards. Meeting to be held at: IN PERSON ~~TSSC Anex~~ Procurement & Warehousing Services Department ~~7770~~ 7720 West Oakland Park Boulevard, ~~Former Bank Lobby,~~ Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET Any questions asked by Committee Members to a specific Proposer about their proposal and negotiation(s) are closed-door session(s) and are not open to the public per Section 286.0113(2), Florida Statutes. VIRTUAL MEETING Join the meeting now Meeting ID: 216 221 123 98 Passcode: br9JyU Or call in (audio only) +1-754-216-1864 Phone Conference ID: 164 871 965#
TBD	Posting of Recommendation on DemandStar

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

**Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

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

4.3.1 Proposer's Experience & Qualifications – (Maximum 25 allowable points):

When submitting proposals, please follow the order and format below, including header and sub-header titles.

4.3.1.1 Executive Summary: Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP.

4.3.1.2 Company Profile and Experience

4.3.1.2.1. Company Background

A. History and Stability: Provide a brief history of your company, including the number of years in business and any major milestones.
B. Ownership and Management Structure: Describe your company's ownership and management structure, including the names and titles of key executives.
C. Financial Stability: Provide financial statements for the past three years to demonstrate financial stability and capability.

4.3.1.2.2. Experience in Educational Settings

A. Understanding of Educational Needs: Explain your understanding of the unique needs of educational environments, such as supporting digital learning, ensuring student safety, and complying with educational regulations.
B. Relevant Experience: Detail your experience with technology deployments specifically in educational settings, including K-12 and higher education institutions.
C. Case Studies: Submit at least three case studies of similar projects completed within the last five years. Each case study should include the project scope, challenges, solutions, and outcomes. Alternatively, bidders may reference previous similar projects with participation as a subcontractor in educational settings, including K-12 and higher education institutions, if such projects are of similar nature and scope as defined in this RFP.
D. Customer Service: Provide customer satisfaction comments related to professionalism, responsiveness, and conduct.

4.3.1.3 Qualifications:

4.3.1.3.1 Technical Expertise

A. Vendor Certifications and Partnerships: List any relevant certifications (e.g., Microsoft, Apple, etc.) and partnerships with technology providers.
B. Staff Qualifications: Provide an overview of the qualifications and certifications of your technical staff, including project managers, engineers, and support personnel.
C. Deployment Methodology: Describe your deployment methodology, including planning, implementation, and testing phases. Highlight any structured approaches that minimize disruption to the educational environment.

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

4.3.1.3.2 Service and Support

A. Ongoing Support and Maintenance: Explain your approach to ongoing support and maintenance services, including service desk support, troubleshooting, and regular updates.
B. Training and Professional Development: Outline the training programs required of your staff on new technology.

4.3.1.3.3 Compliance and Security

A. Data Security and Privacy: Describe your data security and privacy measures, especially concerning data protection. Provide information on your compliance with relevant local, state, and federal regulations regarding technology use in educational settings.

4.3.1.3.4 Innovation and Future-Proofing

A. Adaptability and Scalability: Explain how your solutions are adaptable and scalable to meet future needs.
B. Innovation Track Record: Provide examples of how your company has innovated in the technology deployment space and how you stay current with emerging trends in education technology.

4.3.1.4 References: Provide a minimum of three references, School Districts either past or current, for whom Proposer has provided Technology Deployment Services. Acceptable references must be from an k-12 or higher education institution with a minimum of 100 school sites where the Proposer deployed a minimum of 3,000 devices on average per month. Alternatively, bidders are exempt from the 100 sites requirements and shall demonstrate the ability to support the deployment of 3,000 devices on average per month during any deployment campaign planned under the term of this RFP for an k-12 or higher education institution.
References shall include, at a minimum, the k-12 education institution or higher education institution's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See Attachment D to be provided with the proposal).

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

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

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

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

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted. ~~by the Evaluation Committee~~.

The delivery of the product from the manufacturer will be determined by SBBC.

Scope of Services & Performance Specification Matrix – Proposer shall complete Excel spreadsheet Tab 3 provided on DemandStar.

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

Proposers must complete and submit the price matrix as provided on the Excel sheet. Proposer shall not change any pricing formats, the description of the device, the quantity or change or add anything to this matrix. Any change to the matrix shall result in disqualification of entire proposal submitted. The formatted matrix shall be used to compare prices with other proposers and must ~~be~~ maintain a uniform ~~in nature for~~ structure for effective comparison. The total amount utilized for this comparison will be identified in the cell specified on the *Excel Summary Sheet, Tab2*, and will be used for determining section 4.3.3 Cost of Goods/Services points. The proposal with the lowest total amount will receive the maximum score of 20 points. This information is required to be considered for the award.

The Excel Spreadsheet contains three (3) Tabs. The Excel spreadsheet indicates the specific cell that will be used for price comparison.

4.3.3.1 – Cost Matrix (See Excel Sheet provided on DemandStar.com).

The following is a list of the tabs contained in the Excel spreadsheet:

- TAB 1- Company representative: Proposer(s) should indicate, in the "Company Representative" tab, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, for the purpose of requesting quotes, follow up on delivery, invoicing, or service questions/concerns.

- TAB 2 – Group 1–Deployment Cost -Proposer shall provide prices on every item listed in Group 1. Failure to state the individual price for any item within Group 1 shall result in the disqualification of the entire group.
  Note: Estimated quantity is only used for calculation purposes. The number of device deployments may be greater or less than the estimated quantity provided.

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

- TAB 3 – Scope of Services & Performance Specifications -This Tab shall be utilized by Proposer to indicate their ability to meet Scope of Services & Performance Specifications as part of Section 4.3.2 of this RFP.
  If the Proposer leaves the response section(s) blank, it shall indicate that the Proposer agrees and fully complies with each Scope of Services & Performance Specifications of the RFP.
  The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply, comply with deviations or not, cannot comply or provide with the technical requirements of this section of the RFP may result in deductions in the allocation of points by the Evaluation Committee. Deviations to the Scope of Services must be fully stated in this section of your proposal and may or may not be accepted by the Evaluation Committee.

Evaluation of Points

The proposal with the lowest price will receive the maximum score of 20 points.

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

Example:	Lowest Price Proposed			Maximum Allotted		Assigned
	Next Proposer's Price		X	Points	=	Score
Example:	$1,650.00					
	$2,000.00	(.825)	X	20	=	16.5 points

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SECTION 5.0 – EVALUATION OF PROPOSALS

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

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	25
B. Scope of Work (Section 4.3.2)	35
C. Cost of Services (Section 4.3.3)	20
D. Supplier Diversity Outreach Program Participation (Section 4.3.4)	20
TOTAL	100

Note: Evaluation points for "Category D" shall be provided by the EDDC Department.
The SBBC shall award a maximum of ~~Fifteen~~ Twenty (20) points, to Prime Bidder/Proposer(s) for participation:
For Non-EDDC Certified Prime Bidder/Proposer(s) A MANDATORY 20% E/S/V/M/WBE Subcontracting Goal applies.

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

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

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

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.2 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

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

Procurement & Warehousing Services
Broward County Public Schools

RFP25-078 - REVISED
Technology Devices Deployment Services

COMPANY NAME: [enter your firm's name here]

GROUP 1
ALL items within the group must have an individual price to be considered for award.
Quantities listed are estimates and are not guaranteed.

Instructions to Bidder:
1. **Enter SBBC's price and list price in applicable cells below.**
2. **Include ALL costs associated with item.**
3. **Formulas will calculate based on pricing entered below.**
4. **Submit electronically (.xls) with your RFP.**

BALANCE-OF-LINE (For Informational Purposes ONLY)

	Minimum % off
Additional products/services MAY be purchased under this contract. Only those Bidders who receive an award will be considered.	0%

<-- VENDORS: Remember to provide a discount percentage here! This is very ir

Section 4.3.3.1 - Cost Matrix

DEVICE	MATERIAL #	DEVICE NAME	Annual Quantity	List Price	SBBC Price	Extended SBBC Price	Discount off of List
1A	6006690	Laptop Etching, Delivery & Deployment (EACH)	50,000	$0.00	$0.00	$0.00	#DIV/0!
1B	6006690	Laptop UV Printing, Delivery & Deployment (EACH)	50,000	$0.00	$0.00	$0.00	#DIV/0!
1C	6006691	Desktop Delivery & Deployment (EACH)	2,500	$0.00	$0.00	$0.00	#DIV/0!
1D	6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	1,500	$0.00	$0.00	$0.00	#DIV/0!
1E	6006693	Tablet Etching, Delivery & Deployment (EACH)	1,000	$0.00	$0.00	$0.00	#DIV/0!
1F	6006694	Existing Laptop Cart Wiring (PER LAPTOP)	1,000	$0.00	$0.00	$0.00	#DIV/0!
1G	6006695	Existing Tablet Cart Wiring (PER TABLET)	1,000	$0.00	$0.00	$0.00	#DIV/0!
TOTAL (THIS AMOUNT WILL BE USED FOR DETERMINING ~~AWARD~~ POINTS IN "COST OF SERVICE" SECTION 4.3.3)						$0.00	#DIV/0!

Procurement & Warehousing Services
Broward County Public Schools

RFP25-078 - **REVISED**

Technology Devices Deployment Services

COMPANY NAME: **[enter your firm's name here]**

Instructions to Proposer -

1. **Please indicate a response to each criteria required using an "X" and completing with information as necessary.**
2. **Submit electronically (.xls) with your RFP**

Section 4.3.2 - Scope of Services & Performance Specification Matrix

Indicate your ability to meet each requirement using an "X" below

Section	Scope of Services & Performance Specifications	Yes, Can Fully Comply	Yes, but with Stated Deviations	No, Cannot Fully Comply
4.3.2.1	SERVICES: The following sections details our current deployment processes and services. The diagram and detailed information in Attachment L is intended to illustrate a general overview of the entire deployment services process. If the Awardee(s) can accomplish the device etching, imaging, and delivery to end-user process using fewer steps or processes, so long as all items and responsibilities are accomplished and the same end result is achieved, SBBC may be agreeable to alterations, upon mutual agreement. ~~All Awardee responsibilities from 4.3.2.2 to 4.3.2.19 shall be unchanged, regardless of process improvements that may be implemented in the future.~~			
4.3.2.2	PROJECT MANAGER: Awardee provides a Project Manager to perform the following responsibilities: a.Execute project according to the project plan. b.Once order is placed for device with manufacturer and PO issued, Awardee's Project Manager contacts the receiving SBBC site to obtain the proper naming conventions. Prior to receiving the devices at the warehouse, it is imperative to have the naming conventions. c.Develops forms and records along with SBBC to ensure that project activities are aligned with SBBC policies. d.Set up files to ensure that all project information is appropriately documented and secured. e.Monitors progress of projects, adjusts as necessary to ensure the successful on-time completion of each delivery, and updates progress in the online portal. f.Establishes a communication schedule to update stakeholders which includes appropriate staff in the organization or as determined by SBBC. g.Reviews the quality of the work completed with the SBBC's project team on a regular basis to ensure that project requirements are met. h.Work closely with SBBC's Project Manager to ensure project issues are resolved cooperatively and quickly. i.Attend, at a minimum, a weekly on-site or virtual meeting as requested by SBBC.			
4.3.2.3	VENDOR COMPETENCY: Awardee's installation team must be fully competent in the operation of the delivered computer product. SBBC reserves the right to require the Awardee provide a new qualified installer, should an Awardee's installer be found lacking in competency. Awardee will be found in violation of RFP if a competent installer is not supplied. Violation will result in moving to an alternate provider. a.Installers are required to attend an installer's meeting if scheduled by the SBBC Information Technology (IT) Division. IT provides at least three (3) days' notice prior to such meeting. When possible, SBBC in cooperation with the vendor will try to conduct these meetings at the installation site. b.Failure to attend or provide an alternate attendee to the Installer's Meeting is a violation of the bid. c.Frequency of the meetings is determined by the IT Division.			

OIG 25-020-M

EXHIBIT 40

Required Response Form

	The School Board of Broward County, Florida PROCUREMENT & WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE	RFP NO.:	RELEASE DATE:	PURCHASING AGENT:
DUE DATE: This proposal must be submitted **electronically** via DemandStar **on or before 2:00 p.m. Eastern Time (ET):** **11/14/2024** and plainly marked with the RFP number and title. Proposal(s) submitted electronically or received after the date and time stated above will not be considered for award. **Faxed, hard copies, and/or emailed bids are not allowed and will not be considered for award.**	**RFP25-078**	**10/15/2024**	Thais Souza tsouza@browardschools.com

RFP TITLE:

TECHNOLOGY DEVICES DEPLOYMENT SERVICES

SECTION 1.0 – REQUIRED RESPONSE FORM

MUST BE COMPLETED BY ALL PROPOSERS

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

Proposer's (Company) Name: iPhone and iPad Warehouse, LLC	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below.
"Doing Business As" if applicable: Phone and Pad Warehouse	☒ Check this box if the address is the same as stated on the left.
Address: 5600 NW 12th Ave Ste 305	Address:
City: Ft Lauderdale	City:
State: Florida Zip: 33309	State: Zip:
Telephone Number: 786-916-3785	Proposer's Taxpayer Identification Number: 46-3569644
Contact Person: Brian Farrell	Contact Telephone Number: 786-916-3785
Contact Person's E-Mail Address: brian@ppwstores.com	

Proposal Certification

I hereby certify that I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. Proposer agrees to complete an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP) and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of the proposal submitted.

Electronic or Handwritten Signature of Proposer's Authorized Representative	11/15/24 Date
Brian Farrell Name of Proposer's Authorized Representative	President Title of Proposer's Authorized Representative

Please use blue ink for handwritten signatures on original copies.

THIS FORM MUST HAVE AN ELECTRONIC OR HANDWRITTEN SIGNATURE IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.

OIG 25-020-M

EXHIBIT 41

Section 4.2.6

First Amendment to Lease Agreement

This First Amendment to Lease Agreement ("**Amendment**") is made and entered into as of the ____ day of March, 2023, by and between Iphone and Ipad Warehouse, LLC, a Florida limited liability company ("**Tenant**"), and EastGroup Properties, L.P., a Delaware limited partnership ("**Landlord**").

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated January 26th, 2021 (the "**Lease**"), involving approximately 10,800 square feet of space (the "**Premises**") in the 5600 Building located at 5600 NW 12th Avenue, Suite 305, Fort Lauderdale, Florida 33309; and

WHEREAS, Landlord and Tenant have agreed to amend the terms of the Lease as set forth below.

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

1. Capitalized terms not defined herein shall have the same meaning as in the Lease.

2. The Term of the Lease is hereby extended for a period of sixty-one (61) months and shall expire on April 30th, 2029.

3. Effective April 1st, 2024, Section 3(b) of the Lease shall be deemed amended to provide that Base Rent for the Premises shall be as follows:

Lease Months	Base Rent Per SF	Annual Base Rent*	Monthly Base Rent*
04/01/2024-04/30/2024	$0.00	$0.00	$0.00
05/01/2024-03/31/2025	$15.00	$72,000.00	$6,000.00
04/01/2025-03/31/2026	$15.60	$74,880.00	$6,240.00
04/01/2026-03/31/2027	$16.22	$77,875.20	$6,489.60
04/01/2027-03/31/2028	$16.87	$80,990.21	$6,749.18
04/01/2028-03/31/2029	$17.55	$84,229.82	$7,019.15
04/01/2029-04/30/2029	$18.25	$87,559.01	$7,299.92

* *Amounts do not include Florida State Sales Tax or Operating Expenses to be paid by Tenant.*

During the Term of the Lease, as extended hereby, Tenant shall also continue to pay Sales Tax and monthly escrows toward Operating Expenses pursuant to the terms of the Lease. Tenant's monthly escrow payment is subject to adjustment in accordance with the terms of the Lease. Nothing herein shall alter the Base Rent and other charges payable by Tenant under the Lease for any period prior to April 1st, 2024.

4. The broken HVAC unit servicing the Premises shall be replaced at sole cost to the Landlord. Thereafter, Tenant shall be responsible for the cost of all maintenance and repair to the new HVAC unit. Tenant shall comply with Section 13(b) of the Lease regarding HVAC maintenance for the new HVAC unit. Tenant shall continue to be responsible for the maintenance and repair and comply with Section 13(b) of the Lease with respect to the second HVAC unit servicing the Premises.

5. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this Amendment and that no broker, agent or other person brought about this transaction, other than CBRE, Inc. who represents the Landlord, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a

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OIG 25-020-M

EXHIBIT 42

First Amendment to Lease Agreement

This First Amendment to Lease Agreement ("**Amendment**") is made and entered into as of the 25 day of March, 2023, by and between Iphone and Ipad Warehouse, LLC, a Florida limited liability company ("**Tenant**"), and EastGroup Properties, L.P., a Delaware limited partnership ("**Landlord**").

WHEREAS, Landlord and Tenant have entered into that certain Lease Agreement dated January 26th, 2021 (the "**Lease**"), involving approximately 4,800 square feet of space (the "**Premises**") in the 5600 Building located at 5600 NW 12th Avenue, Suite 305, Fort Lauderdale, Florida 33309; and

WHEREAS, Landlord and Tenant have agreed to amend the terms of the Lease as set forth below.

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

1. Capitalized terms not defined herein shall have the same meaning as in the Lease.

2. The Term of the Lease is hereby extended for a period of sixty-one (61) months and shall expire on April 30th, 2029.

3. Effective April 1st, 2024, Section 3(b) of the Lease shall be deemed amended to provide that Base Rent for the Premises shall be as follows:

Lease Months	Base Rent Per SF	Annual Base Rent*	Monthly Base Rent*
04/01/2024-04/30/2024	$0.00	$0.00	$0.00
05/01/2024-03/31/2025	$15.00	$72,000.00	$6,000.00
04/01/2025-03/31/2026	$15.60	$74,880.00	$6,240.00
04/01/2026-03/31/2027	$16.22	$77,875.20	$6,489.60
04/01/2027-03/31/2028	$16.87	$80,990.21	$6,749.18
04/01/2028-03/31/2029	$17.55	$84,229.82	$7,019.15
04/01/2029-04/30/2029	$18.25	$87,559.01	$7,299.92

* *Amounts do not include Florida State Sales Tax or Operating Expenses to be paid by Tenant.*

During the Term of the Lease, as extended hereby, Tenant shall also continue to pay Sales Tax and monthly escrows toward Operating Expenses pursuant to the terms of the Lease. Tenant's monthly escrow payment is subject to adjustment in accordance with the terms of the Lease. Nothing herein shall alter the Base Rent and other charges payable by Tenant under the Lease for any period prior to April 1st, 2024.

4. The broken HVAC unit servicing the Premises shall be replaced at sole cost to the Landlord. Thereafter, Tenant shall be responsible for the cost of all maintenance and repair to the new HVAC unit. Tenant shall comply with Section 13(b) of the Lease regarding HVAC maintenance for the new HVAC unit. Tenant shall continue to be responsible for the maintenance and repair and comply with Section 13(b) of the Lease with respect to the second HVAC unit servicing the Premises.

5. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this Amendment and that no broker, agent or other person brought about this transaction, other than CBRE, Inc. who represents the Landlord, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a

commission or other form of compensation by virtue of having represented Tenant with regard to this Amendment. The provisions of this paragraph shall survive the termination or expiration of the Lease.

6. It is expressly understood and agreed that the terms, covenants and conditions of the Lease shall remain in full force and effect and shall in no manner be affected by the execution of this Amendment except as the same are expressly contemplated herein. In the event there is a conflict between the Lease and this Amendment, the terms of the latter shall govern and control as to the specific matters addressed herein.

7. This Amendment constitutes and contains the sole and entire agreement of the parties hereto with respect to the subject matter hereof and no prior or contemporaneous oral or written representations or agreements between the parties and affecting the subject matter hereof shall have any force or effect.

8. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one Amendment binding on all parties. Telecopied signatures or electronically transmitted signatures may be used in place of original signatures on this Amendment. Landlord and Tenant intend to be bound by the signatures on the telecopied document or electronic transmission, are aware that the other party will rely on such signatures, and hereby waive any and all defenses to the enforcement of the terms of this Amendment based on the form of signature.

9. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

10. This Amendment shall be binding upon the executors, administrators, heirs, successors and assigns of the parties hereto, to the extent permitted under the Lease.

[See next page for signatures]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the date and year first above written.

LANDLORD:

EastGroup Properties, L.P., a
Delaware limited partnership

By: EastGroup Properties General Partners, Inc., a Delaware corporation, its general partner

By: Jaclyn Kennedy

Print Name: Jaclyn Kennedy

Title: Senior Asset Manager

By: Chris Segrest

Print Name: Chris Segrest

Title: Vice President

TENANT:

Iphone and Ipad Warehouse, LLC, a
Florida limited liability company

By:

Print Name: Brian Harvell

Title: President

[signature page to First Amendment to Lease Agreement]

86536260.v2

Completion Certificate

Envelope Id: ecc9c2f8-6a25-4f7f-a9a0-0c3e8c8d9724 Document Name: Iphone Lease 3192024		Status: Completed
Source Envelope:		Envelope Originator:
Document Pages: 3 Certificate Pages: 4 Time Zone: Central Standard Time	Signature: 2 Initial: 0	Isabella Blanco isabella.blanco@eastgroup.net IP Address: 10.246.0.177

Landlord Signer Events		Signature	Timestamp
Jaclyn Kennedy jaclyn.kennedy@eastgroup.net Security Level: Email Validation, OTP	 Signature Adaptation:Pre-Selected Style Using IP Adress: 4.7.34.178	Sent:3/21/2024 9:50:24 A Viewed:3/25/2024 11:31 Signed:3/25/2024 11:32:	
Electronic Record and Signature Disclosure: Accepted: 11/7/2023 8:23:10 PM Id:f9642665-06f3-45b8-bb7c-ea0d9b2af561			
Chris Segrest chris.segrest@eastgroup.net Security Level: Email Validation, OTP	 Signature Adaptation:Pre-Selected Style Using IP Adress: 4.7.34.178	Sent:3/21/2024 9:50:24 A Viewed:3/25/2024 11:44 Signed:3/25/2024 11:44:	
Electronic Record and Signature Disclosure: Accepted: 2/15/2023 6:26:25 PM Id:9b6027f9-d970-478c-9848-5b8baabb7a25			

Yardi Electronic Signature Terms of Service

Disclosure and Consent

Version: March 6, 2024

These Terms of Service apply to Yardi's ySign and/or ySignature services. By clicking "Agree & Continue" or clicking to submit, I consent to the use of my electronic signature instead of a physical signature to execute the applicable agreement or document, including (as appropriate) a rental application, rental property lease, vendor agreement, contractor agreement, or other instrument, and/or any corresponding documents (collectively, "Document(s)") for which I have executed, initiated, applied, or received and agree to be bound by the terms of such Document(s) as if I had signed it with my physical signature. I understand that by using my electronic signature, I hereby give my permission to receive notices in electronic form and consent to the use of my electronic signature instead of a physical signature to execute any corresponding documents and agree to be bound by the terms of such corresponding documents. To the extent I am using my electronic signature to execute Documents, I hereby give permission to the property owner, manager, contractor, or other contracting party to provide notices regarding the Documents to me in electronic form and consent to the use of my electronic signature instead of a physical signature to execute renewals, extensions, or amendments to the Documents and any corresponding documents and agree to be bound by the terms of such renewal, extension, amendment as if I had signed it with my physical signature. I have received and reviewed this consent before providing my electronic signature and I have no difficulty accessing this information that has been provided to me electronically.

I understand that I am not required to sign the Document(s) or receive any notices under it electronically. If I prefer to sign with my physical signature, I understand that I may obtain a physical copy of the executable Document(s), complete it, physically sign it, and return it. I understand that, prior to my execution of the Document(s), I may withdraw my consent to use the electronic signature functionality and/or my consent to receive notice in electronic form. I further understand that, after my execution of the Document(s) or receipt of any notice in electronic form, I may withdraw my consent provided above to use my electronic signature instead of a physical signature or my consent to receive notice in electronic form by providing written notice. I acknowledge and understand that executing the Document(s) by a physical signature may result in, among other things, a delay in the process.

To utilize the electronic signature functionality, a web browser that supports the HTTPS protocol, HTML, and cookies will be needed (e.g ., including but not limited to, current versions of Chrome, Firefox, Internet Explorer, or Safari). Viewing PDF documents requires Adobe Acrobat/Reader or similar software.

I understand that I should contact the other party to request paper copies of documents, withdraw consent to conduct business electronically, and/or update my contact information.

- Chinese
- Dutch
- French Canadian
- French
- German
- Italian
- Polish
- Spanish

- Danish

OIG 25-020-M

COMPOSITE EXHIBIT 43

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

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

and

IPHONE AND IPAD WAREHOUSE LLC
d/b/a PHONE AND PAD WAREHOUSE
(hereinafter referred to as "Vendor"),
whose principal place of business is
5600 NW 12th Avenue, Suite 305
Fort Lauderdale, Florida 33309

WHEREAS, SBBC issued a Request for Proposal identified as RFP25-078 – Technology Devices Deployment Services; dated October 15, 2024 and Addendum No. 1, dated November 8, 2024 ("RFP"), all of which are incorporated herein by reference, for the purpose of receiving proposals for Technology Devices Deployment Services; and

WHEREAS, Vendor in response to the RFP, submitted a proposal dated November 15, 2024 ("Proposal") which is incorporated herein by reference; and

WHEREAS, SBBC desires and Vendor wishes to provide Technology Devices Deployment Services for the configuration, installation, and distribution of technology, covering both educational and administrative needs, including etching, imaging, and installation for end-users District-wide; and

WHEREAS, SBBC's use of Vendor's Technology Devices Deployment Services shall enhance SBBC device utilization and student performance while improving teacher productivity through the effective integration of technology in classrooms, and also increase efficiency in resource management;

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

ARTICLE 1-RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**.

(a) The term of this Agreement commences on July 29, 2025 ("Effective Date") and concludes on July 28, 2030 ("Initial Term"), unless terminated earlier pursuant to Section 3.05 of this Agreement. The Initial Term of this Agreement may, by mutual agreement between the parties, be extended for one hundred eighty (180) calendar days beyond the expiration date. SBBC's Procurement & Warehousing Services Department, will, if considering such an extension, submit a letter to Vendor requesting Vendor's consent to the extension, prior to the expiration of the Initial Term.

(b) In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of this Agreement to provide the original Agreement term as stated in the RFP. When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the Initial Term and the one hundred eighty (180) calendar day extension, awarded under this RFP, for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

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

First: This Agreement; then
Second: Addendum No. 1 to RFP25-078; then
Third: RFP25-078 – Technology Devices Deployment Services; then
Fourth: Proposal submitted in response to the RFP by Vendor

2.03 **Description of Services Provided**. Vendor shall provide SBBC with the Scope of Services for Technology Devices Deployment Services ("the Services") as described in the Proposal and in compliance with this Agreement, the RFP, its Addenda, and as specified in "Scope of Services" attached hereto and incorporated into this Agreement by reference as **Exhibit A**.

2.04 **Cost of Services**. Vendor shall provide SBBC with a written quotation for the Services specified in **Exhibit A**, to the school or department requesting the Services. Vendor agrees that the prices for the Services specified in "Annual Deployment Cost" and the letter from Vendor to SBBC dated February 19, 2025 concerning price reduction, attached hereto and incorporated into this Agreement collectively by reference as **Exhibit B**, shall remain firm through the first three (3) years of this Agreement. Vendor may submit a written request for price adjustment, with proper documentation justifying the adjustment, thirty (30) days before the third anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to Vendor for correction. Price adjustment requests shall not exceed three percent (3%).

2.05 **Payment**.

(a) For all SBBC orders, SBBC shall request a quote for the Services rendered under this Agreement, that shall be used to create a purchase requisition. SBBC shall provide Vendor with a valid purchase order.

(b) Vendor shall submit accurate and appropriate invoices specifying the goods and/or services provided to SBBC under this Agreement, to the following address: The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 Southeast Third Avenue, 8th Floor, Fort Lauderdale, Florida 33301. All such invoices are subject to the approval of the Department Director or School Principal.

(c) SBBC shall make payment to Vendor within thirty (30) calendar days of SBBC's receipt of Vendor's accurate and appropriate invoice, provided that the Services have been rendered by the Vendor in accordance with the requirements set forth in the RFP, Proposal, and this Agreement.

2.06 **SBBC Disclosure of Education Records.**

(a) SBBC students and/or staff will provide Vendor with the education records listed in this section for the following purpose(s):

1) For Vendor to provide warranty services for laptops and desktop devices.

(b) SBBC students and/or staff will provide Vendor with the following education records, via access to the devices during repair:

1) Student first and last name
2) Employee first and last name
3) Any education records on the device at time of repair

(c) FERPA Exception to Consent: Vendor is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

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

2.07 **Vendor Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state

or federal law or regulation regarding the confidentiality of student information and records; and

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

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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

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

3) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred

by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

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

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

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

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

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide Vendor with the employee records listed in this section for the following purpose(s): For Vendor to provide warranty services for laptops and desktop devices.

(b) SBBC staff will provide Vendor with the following employee records, via access to the devices during repair:

1) Employee first and last name
2) Employee email address
3) Any employee records on the device at time of repair

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

2.09 **Vendor Safeguarding the Confidentiality of Employee Records**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **Auditing of Data Protections Controls.**

(a) Vendor or any of Vendor's subcontractors with access to SBBC data shall provide an attestation stating the Vendor and/or Vendor's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by Vendor or by any of Vendor's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) Protect SBBC against unauthorized access, unauthorized disclosure, and damage; and

2) Reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data; and

3) Ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet Vendor's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) Monitor compliance with established security controls.

(c) Additionally, the Vendor and/or the Vendor's subcontractors with access to SBBC data shall, at minimum, annually receive a third-party audit of their security controls showing continued compliance with acceptable security standards and maintain compliance during the term of this Agreement. The Vendor shall provide SBBC an attestation of continued compliance by Vendor and/or Vendor's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

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

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to Vendor's records from the Effective Date of this Agreement, for the duration of the

term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

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

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

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

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

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

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

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer Office of the Chief Information Officer. The School Board of Broward County, Florida 7720 West Oakland Park Blvd., 2nd Floor Sunrise, Florida 33351
To Vendor:	Brian Farrell, Manager/President IPHONE AND IPAD WAREHOUSE LLC d/b/a PHONE AND PAD WAREHOUSE 5600 NW 12th Avenue, Suite 305 Fort Lauderdale, Florida 33309 Email: brian@ppwstores.com

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

2.14 **Background Screening**. Vendor shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Vendor's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of Vendor or its personnel providing any services under this Agreement. Vendor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to Vendor and its personnel. The parties agree that the failure of Vendor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this

Agreement immediately for cause and with no opportunity required to permit Vendor to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. Vendor agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

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

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

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

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

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

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

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

(b) Errors & Omissions. Vendor shall have and maintain Errors & Omissions insurance with limits of not less than $1,000,000 covering services provided under this Agreement.

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

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

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

(f) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15)

days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Vendor to remedy any deficiencies. Post award you will receive an email including a link to upload *(drag and drop)* your certificate of insurance.

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

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

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

3) Certificate Holder: The School Board of Broward County, Florida, Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

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

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

2.18 **Nondiscrimination.**

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

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

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

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

2.21 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.22 **Incorporation by Reference**. **Exhibits A** and **B** attached hereto are incorporated into this Agreement by reference.

2.23 **Proprietary Information.**

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

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

2.24 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this

Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of

the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Debra Hixon, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.07.17 16:03:02 -04'00'

_____
Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

IPHONE AND IPAD WAREHOUSE LLC
d/b/a PHONE AND PAD WAREHOUSE

ATTEST:

By: _____

_____, Secretary

Print Name: Brian Farrell

-or-

Title: President

_____
Witness

Date: 7/15/25

_____
Witness

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this July 15, 2025 (*date*) by Brian Farrel (*name of officer or agent, title of officer or agent*) of Phone and Pad warehouse (*name of corporation acknowledging*), a Florida (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced Driver License (*type of identification*) as identification and who ☐did/☐did not first take an oath this 15 day of July, 2025.

My Commission Expires:
October 21, 2025

_____
Signature – Notary Public

Sol Medina
Printed Name of Notary

(SEAL)

SOL MEDINA
Notary Public-State of Florida
Commission # HH 189654
My Commission Expires
October 21, 2025

HH 189654
Notary's Commission No.

Section 4.3.2 - Scope of Services & Performance Specification Matrix

Indicate your ability to meet each requirement using an "X" below				
Section	**Scope of Services & Performance Specifications**	**Yes, Can Fully Comply**	**Yes, but with Stated Deviations**	**No, Cannot Fully Comply**
4.3.2.1	**SERVICES:** The following sections details our current deployment processes and services. The diagram and detailed information in **Attachment L** is intended to illustrate a general overview of the entire deployment services process. If the Awardee(s) can accomplish the device etching, imaging, and delivery to end-user process using fewer steps or processes, so long as all items and responsibilities are accomplished and the same end result is achieved, SBBC may be agreeable to alterations, upon mutual agreement. ~~All Awardee responsibilities from 4.3.2.2 to 4.3.2.19 shall be unchanged, regardless of process improvements that may be implemented in the future.~~	X		
4.3.2.2	**PROJECT MANAGER**: Awardee provides a Project Manager to perform the following responsibilities: a. Execute project according to the project plan. b. Once order is placed for device with manufacturer and PO issued, Awardee's Project Manager contacts the receiving SBBC site to obtain the proper naming conventions. Prior to receiving the devices at the warehouse, it is imperative to have the naming conventions. c. Develops forms and records along with SBBC to ensure that project activities are aligned with SBBC policies. d. Set up files to ensure that all project information is appropriately documented and secured. e. Monitors progress of projects, adjusts as necessary to ensure the successful on-time completion of each delivery, and updates progress in the online portal. f. Establishes a communication schedule to update stakeholders which includes appropriate staff in the organization or as determined by SBBC. g. Reviews the quality of the work completed with the SBBC's project team on a regular basis to ensure that project requirements are met. h. Work closely with SBBC's Project Manager to ensure project issues are resolved cooperatively and quickly. i. Attend, at a minimum, a weekly on-site or virtual meeting as requested by SBBC.	X		

EXHIBIT A

4.3.2.3	**VENDOR COMPETENCY**: Awardee's installation team must be fully competent in the operation of the delivered computer product. SBBC reserves the right to require the Awardee provide a new qualified installer, should an Awardee's installer be found lacking in competency. Awardee will be found in violation of RFP if a competent installer is not supplied. Violation will result in moving to an alternate provider. a. Installers are required to attend an installer's meeting if scheduled by the SBBC Information Technology (IT) Division. IT provides at least three (3) days' notice prior to such meeting. When possible, SBBC in cooperation with the vendor will try to conduct these meetings at the installation site. b. Failure to attend or provide an alternate attendee to the Installer's Meeting is a violation of the bid. c. Frequency of the meetings is determined by the IT Division.	X		
4.3.2.4	**DELIVERY TO AWARDEE'S WAREHOUSE**: The delivery of the product from the manufacturer will be determined by SBBC. During this 15-day window, the deployment vendor is expected to reach out to the installation site to obtain the computer names (see section 4.3.4.16). It is the responsibility of the Awardee to accept delivery and prepare devices for deployment within a four (4) working day period. Under certain circumstances, it may be advantageous for a delivery from deployment vendor to be delayed beyond 4 days. Such a delay will be allowed up to 60 days after receipt of order (ARO) if requested, in writing, by a location administrator or IT Project Manager to the deployment vendor at no additional cost. Note: Awardee is responsible for verifying serial numbers upon acceptance of device delivery.	X		
4.3.2.5	**SBBC SITE DELIVERY**: Delivery is scheduled as follows: a. Project Based (District Wide Orders) - IT contacts the receiving SBBC site to schedule the delivery of the order and notifies the Awardee. b. Non-Project Based (Individual School/Department Orders) - Awardee contacts the receiving SBBC site to schedule the delivery of the order. IT is not involved in these deliveries.	X		

EXHIBIT A

4.3.2.6	**PRE-INSTALLATION PREPARATION BY AWARDEE:** The Awardee must follow SBBC's installation process as described below. This process is further outlined in Section 4.3.4.12. Awardee's Warehouse must be physically located within the tri-county area (Broward, Palm Beach or Miami-Dade Counties) and has a minimum 10,000 square feet of warehouse space. a. Awardee must have a secure warehouse to receive and store large inventories until delivery date is identified. Each desktop, laptop and hybrid is imaged, provisioned and laser etched (if applicable), at this warehouse/storage location prior to delivery to SBBC sites. b. Awardee confirms that items ordered on the Purchase Order matches physical items received (i.e. Model Number). c. The Windows' operating system installed in accordance with SBBC's Microsoft Enrollment for Education Solutions (EES) licensing agreement. All 3rd-party software included on the image is also in compliance with all SBBC licensing agreements. Awardee, in fulfilling this bid requirement, shall not cause SBBC to violate any copyright provisions for software furnished to SBBC. d. SBBC creates an image and provides the Awardee with multiple hardware independent images that are used across the SBBC Standard Product line. e. Within four days of receipt of the computing devices from the manufacturer, the deployment vendor provides on- site delivery of the product and installation at no additional cost to the receiving SBBC site. f. Imaging, provisioning and laser etching and/or ultraviolet (UV) printing (if applicable), etching design must include logo and a minimum of three lines of text, covering at least 75% of the top cover unless otherwise specified by SBBC. g. Verification of the proper laser etch image and/or UV print (if applicable) applied to device will be based on whether devices are Project or Non-Project. h. Awardee applies laser etching and/or UV printing (if applicable) based on digital files provided by SBBC to laptops and hybrid only (desktops are not laser etched). i. Windows computer devices are imaged and provisioned specific to the school's network credentials prior to final delivery from warehouse to SBBC site. j. Installation must be consistent with the procedures described in the product manual and must conform to the installation procedures or specifications provided by SBBC at time of installation. k. Once imaging, provisioning, and laser etching and/or UV printing are complete, the device and its accessories must be returned to their original packaging. Ensure that the serial number on the box matches the serial number of the device. l. Laptops or Hybrids purchased for a cart are placed into the cart for safe transport to SBBC site. m. When carts are purchased with devices, power adapters are securely fastened and professionally routed in the cart for convenient access when charging the devices. Additionally, it is essential to verify that the power cords are in good working order. n. Awardee maintains a library of all SBBC images developed by SBBC during the term of this bid.	X		

EXHIBIT A

4.3.2.7	**CONFIGURE LAPTOPS AND HYBRID CART/TRAY/CABINET** – Awardee completes the following at warehouse prior to delivery to SBBC Site: a. Carts ordered from the Technology Computing Devices Bid require power adapters for laptops or hybrid to be securely wired into carts. Upon completion of cart wiring, place laptops or hybrids into carts in preparation for transport to SBBC site. b. Record cart inventory on Proof of Delivery Sheet. c. Cart/tray/cabinet are defined below: d. A computer storage cart is a specialized mobile piece of furniture designed to store and organize computer equipment, accessories, and related technology. e. A computer storage tray is a flat, often shallow container or platform designed to hold and organize tablets and accessories. f. A computer storage cabinet is a non-mobile piece of furniture designed to securely store and organize computer equipment, peripherals, and related technology.	X		
4.3.2.8	**DELIVERY TO SBBC SITE:** Awardee provides inside delivery, F.O.B. (Free On Board) Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is: Awardee retains title and control of goods and is responsible for the risk of transportation. Title passes to buyer upon delivery to the site/school. a. Awardee provides flexible delivery and/or storage options, at no additional cost, including, but not limited to, mutually agreeable extended delivery hours, order consolidation, custom palletization. b. Shipping options shall allow for multiple addresses, and multiple locations for each address, on one or multiple purchase orders. c. Awardee must have a box truck with lift gate capabilities. d. In some cases, the Awardee shall configure pre-existing carts, with pricing based on the number of devices to be placed within the cart. e. Awardee is responsible for the product until delivered to SBBC sites. f. SBBC retains the right to refuse delivery of any damaged packaging resulting from reasonable cause of shipping. Product delivery must be scheduled when the school/center/department is open Monday through Friday 8:00 a.m. to 4:00 p.m. Eastern Standard Time (EST). Therefore, all deliveries shall be between 8:00 a.m. and 4:00 p.m. EST on business days excluding legal holidays or days during which SBBC is closed. Delivery shall not be performed on weekends or during designated SBBC holidays unless pre-arranged with school or site. g. Payment to Awardee will not be made until all items on the Proof of Delivery Sheet have been fulfilled. Neither the Awardee, nor its employees will initiate contact with persons at the SBBC site for the purposes of obtaining payment or the approval of payment.	X		

EXHIBIT A

4.3.2.9	**GENERAL ONSITE INSTALLATION AND SYSTEMS INTEGRATION PROCEDURES – LAPTOPS, HYBRIDS AND DESKTOPS**: a. SBBC will provide the Awardee with the most current information, including installation specifications to be used when installing the product. Refer to section 4.3.4.12. b. Awardee unpacks and installs peripherals, including but not limited to the mouse, keyboard, monitor, docking solution if ordered, and external speakers in areas specified by each site. c. Once verified, place laptops/desktops in carts or boxes as required. d. Awardee delivers desktop, laptops, hybrid or carts into their corresponding office, classroom or as specified by the location administrator. e. Awardee is responsible for configuring pre-existing carts not purchased on the Technology Computing Devices Proposal and is asked to provide pricing on the Bid Summary Sheet. f. For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrids. g. If a laptop/hybrid cart is included in the purchase, Awardee wires the power adapter in the cart and securely places the devices in the cart prior to delivery h. Awardee must verify network connectivity for all devices by powering each unit on, ensuring the device boots to Broward School's login, then verifying the computer name is correct for that school. i. In the case where the computer does NOT boot to the Broward Schools login, it is the Awardee's responsibility to reimage the device onsite following BCPS imaging process. j. Awardee is responsible for breaking down and discarding all boxes and packing materials to an area designated by location administrator. k. Awardee provides an electronic record of inventory as required by SBBC. l. Awardee sends a copy of the Proof of Delivery Sheet to IT upon completion of delivery and installation.	X		
4.3.2.10	**VERIFICATION OF ONSITE INSTALLATION**: Awardee provides the means by which SBBC personnel can randomly verify the content of the installed devices to ensure compliance with this bid. Items to be checked/inventoried include but are not limited to: the computer specifications	X		
4.3.2.11	**PROOF OF DELIVERY (POD) DOCUMENTATION:** Awardee must attach all packing slips/PODs to the OUTSIDE of each shipment. Failure to provide packing slip/POD attached to the outside of shipment may result in refusal of shipment at Awardee's expense. At a minimum, packing slip/POD shall reference: Purchase Order number; a complete listing of items delivered listing all serial numbers associated with each item; a listing of all back-ordered items. Additionally, a separate electronic copy of the school packing slip in a format that can be uploaded to SAP (i.e. Excel), including the serial numbers, four digit location number, and arrival date must also be forwarded to IT within 24 hours of delivery. In addition, all serial numbers must be included on invoices submitted to SBBC for payment. This process will be in accordance with the Proposer Information Package.	X		

EXHIBIT A

4.3.2.12	**COLLABORATION WITH SBBC TECHNOLOGY SUPPORT SERVICES TEAM:** All windows computer installations at School Board of Broward County, Florida (SBBC) locations must be installed according to the information in sections 4.3.4.13 through 4.3.4.16. Note that the information contained herein is subject to change, and any will be forwarded to all involved parties one week prior to the intended effective date via email. The Awardee's installation personnel must be qualified to install and operate the hardware and operating systems for every device model being sold to SBBC by the manufacturer as stated in the RFP documentation. SBBC personnel will not assist in the installation of hardware or software. Windows Computer Installation Process Awardee is responsible to include laser etching and/or UV printing, imaging with an SBBC provided image, provisioning devices to SBBC site specific network, delivery to school/district location, verification of serial numbers, computer functionality, and packaging material cleanup.	X		
4.3.2.13	**DEVICE IMAGING:** a. SBBC will provide a modified image of our reference machine and uploads it to the Awardee's site. b. Awardee will deploy the appropriate image on a device c. A direct VPN tunnel is required to SBBC network from Installation vendor location. SBBC will work with Awardee to configure this process. d. When devices are delivered to Awardee's location, Awardee images and laser etches (if applicable) with SBBC provided digital files. e. The Awardee will image the device using the BCPS imaging utility. To image student devices, Awardee must select the Azure domain. For all other computers, Awardee must select Microsoft Active Directory domain. f. The Awardee will configure the device with the correct BCPS naming convention and computer type (Staff/Student). g. Awardee's Project Manager is responsible for obtaining computer names from the SBBC site receiving the computers h. The provisioning application completes the installation by automating the steps below. During provisioning the following components are completed: i. Activation of Windows installation j. Activation of Office installation k. Configuration of wireless network profile l. Join the correct domain	X		

EXHIBIT A

4.3.2.14	**DELIVERY / INSTALLATION TO SBBC LOCATIONS**: a. Awardee is responsible for providing to IT an electronic copy (.xlsx) of the Proof of Delivery (POD) showing all the serial numbers at a maximum of 2 days AFTER delivery to SBBC site location. This must also include a PDF with signatures from the site's administrator/director or designee. b. When the Awardee arrives at the SBBC location, the location administrator or designee will direct the installation team to designated room(s) for equipment installation/verification and sign off process and will ensure access to the designated room(s). The workspace provided to the Awardee shall be quiet and private, as not to interrupt the daily learning activities of the school and students. c. The Awardee is responsible for removing all documentation, software and manuals from boxes and placing them in an area designated by the location administrator. d. When delivering desktops and laptops/hybrids with docking solutions, keyboard, mice, and monitors, Awardee must perform setup. e. When delivering laptops/hybrids in carts, the cart must be securely fastened in transport vehicle and must include all accessories. f. For existing carts, power adapters should be securely fastened and professionally routed in the cart for convenient access when charging the laptops/hybrids. SBBC will evaluate a sample of an initial wired cart completed by the vendor before commencing with deployment of carts to ensure it meets SBBC's standard of quality. This will be done for every cart type and model during the life of this contract. g. For Project Based deliveries (district-wide order), a representative of the Awardee, a school representative and IT will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD). h. For Non-Project Based deliveries (individual school/department order), a representative of the Awardee and a school representative will be present at time of delivery to verify ALL serial numbers match the serial numbers on the Proof of Delivery (POD).	X		

EXHIBIT A

4.3.2.15	**SIGN-OFFS:** a. Awardee provides the school/department with a Proof of Delivery (POD) b. When all serial numbers have been verified, any Dead-On Arrival (DOA) units have been identified and any additional notes are completed, the three representatives will sign and date (in BLUE ink) the POD and all parties will retain a copy. The Awardee will retain the Original signed copy. Note: Awardee's Project Manager is responsible to coordinate with the manufacturer any DOA replacements. c. Awardee is responsible to electronically scan the signed POD and send a copy to IT along with an .xlsx file containing the serial numbers. d. Awardee is responsible for identifying the serial number of the DOA and the serial number for the corresponding replacement.	X		
4.3.2.16	**COMPUTER NAMING INSTRUCTIONS:** In this document, the following terms and their respective meanings are used. Complete names must be limited to a maximum of 15 characters. Location Numbers may be obtained from the site's Technology Support Specialist, bookkeeper, or office manager. a. Location = the location number of school or department b. Serial = the manufacturer-provided device identifier. c. Non-Project based computer naming = Refers to devices that are purchased by individual locations • Desktop Workstations: Location# -serial number (e.g., 0011-xxxxxxx) • Wireless Carts: Location# -S-serial number (e.g., 0011-S-xxxxxxx) • Student Laptops: Location# -S-serial number (e.g., 0011-S-xxxxxxx) • Teacher Laptops: Location# -serial number (e.g., 0011-xxxxxxx) d. Project based computer naming = Refers to devices that are purchased as a project. IT will provide the naming conventions.	X		

EXHIBIT A

4.3.2.17	**DEVICE PORTAL:** The Awardee will establish a cloud-based portal for all devices ordered from the manufacturer and the status of deliveries to SBBC sites. This portal will be accessible at any time and can be downloaded by SBBC staff for use with applications such as Power BI and Excel. Additionally, the portal will be used for benchmarking criteria and will provide the following information among other details. a. Device specs: Model, processor type, etc. b. Project: Each delivery is based on a project or local site orders (Run-rate, Project). c. Site Name: Name of the site that will receive the delivery. d. Location Number: Pre-assigned four digit location number for each site. e. PO Number: Unique number assigned to each order. f. Quantity: The number of devices ordered on each purchase order. g. Serial Number: The list of serial numbers of the devices based on the purchase order. h. Scheduled Delivery Date: The expected delivery date to the site. i. POD Signoff: The date that the proof of delivery is sent to the site. j. Device arrival date: The date the device arrives at deployment vendor site. k. Quantity Status: Devices delivered, remaining, and pending. l. NOTES: List any comments or notes (e.g., DOAs).	X		
4.3.2.18	**EVALUATION AND FEEDBACK**: Procedures for evaluating the deployment and gathering feedback from stakeholders. BCPS will periodically survey the sites to gather information on the deployment services, focusing on the following aspects: a. Delivery Date: Were the devices delivered on the expected date? b. Deployment/Setup Process: Identify any technical issues during the onsite deployment. c. System Configuration: Identify devices that were not configured correctly. d. Technical Support: Quality of technical support provided for repairs of devices. e. Customer Service: Collect comprehensive feedback on various aspects of customer service. f. Improvement and Feedback: Gather suggestions for potential improvements.	X		
4.3.2.19	Each recommended Proposer agrees to all terms and conditions of SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in **Attachment J**. Note: General Conditions 7.1 and Section 4.2.1 **Note: General Conditions 7.1 and Section 4.2.1 are non-negotiable and with no exceptions, and any proposal that fails to completely accept these conditions shall be rejected.** **Also, any other deviations to the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If the deviation is not approved by our legal**	X		

EXHIBIT A

Established 1915
BROWARD
County Public Schools
Procurement & Warehousing Services
Jennifer D. Andreu
Executive Director, Operations
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0774 • fax: 754-321-0936
jennifer.andreu@browardschools.com
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The School Board of Broward County, Florida

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Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Brenda Fam, Esq.

Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

VIA EMAIL
February 19, 2025

Mr. Brian Farrell
President
Iphone and Ipad Warehouse, LLC
Phone: 786-916-3785
5600 NW12th Ave Ste 305
Ft Lauderdale, FL 33309

Email: brian@ppwstores.com

Reference: **RFP FY25-078 –** Technology Devices Deployment Services

Dear Mr. Farrell,

I hope this finds you well.
Following the evaluation committee meeting and our subsequent negotiation meeting on December 17th, 2024, we are writing to formally confirm the agreed-upon reduction in pricing for the services under **RFP25-078 -Technology Devices Deployment Services**. During the meeting, Iphone and Ipad Warehouse, LLC graciously agreed to reduce the original prices submitted in response to our RFP. As a result, the revised pricing is as follows:

DEVICE	MATERIAL #	DEVICE NAME	SBBC ORIGINAL Price	SBBC REVISED Price
1A	6006690	Laptop Etching, Delivery & Deployment (EACH)	$4.99	**$4.68**
1B	6006690	Laptop UV Printing, Delivery & Deployment (EACH)	$6.40	**$5.50**
1C	6006691	Desktop Delivery & Deployment (EACH)	$7.00	**$6.00**
1D	6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	$3.15	$3.15
1E	6006693	Tablet Etching, Delivery & Deployment (EACH)	$6.40	**$5.50**
1F	6006694	Existing Laptop Cart Wiring (PER LAPTOP)	$3.20	$3.20
1G	6006695	Existing Tablet Cart Wiring (PER TABLET)	$3.20	$3.20

Please note that these new prices supersede and replace the original prices submitted in your RFP response. These updated terms are now binding and will be incorporated into the final agreement.

Kindly review and confirm your acceptance of this revised pricing by having this letter signed by an authorized representative who has the legal capacity to bind the agreement. Please return a signed copy of this letter at your earliest convenience.

EXHIBIT A

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Jennifer D. Andreu
Executive Director, Operations
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Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

Should you have any questions or need further clarification, please do not hesitate to contact me directly.

Thank you for your cooperation and continued partnership.

Sincerely,

Thais Souza

Ms. Souza
Purchasing Agent IV

Proposer's Name: Iphone and Ipad Warehouse, LLC

Email Address: Brian@iPWStores.com

Contact Name: Brian Farrell

Title: President

Signature:

EXHIBIT A

EXHIBIT B

ANNUAL DEPLOYMENT COST[1]

DEVICE	MATERIAL #	DEVICE NAME	Annual Quantity	List Price	SBBC Unit Price	Extended SBBC Price	Discount off of List
1A	6006690	Laptop Etching, Delivery & Deployment (EACH)	50,000	$12.00	$4.99	$249,500.00	58%
1B	6006690	Laptop UV Printing, Delivery & Deployment (EACH)	50,000	$20.00	$6.40	$320,000.00	68%
1C	6006691	Desktop Delivery & Deployment (EACH)	2,500	$15.00	$7.00	$17,500.00	53%
1D	6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	1,500	$12.00	$3.15	$4,725.00	74%
1E	6006693	Tablet Etching, Delivery & Deployment (EACH)	1,000	$15.00	$6.40	$6,400.00	57%
1F	6006694	Existing Laptop Cart Wiring (PER LAPTOP)	1,000	$12.00	$3.20	$3,200.00	73%
1G	6006695	Existing Tablet Cart Wiring (PER TABLET)	1,000	$12.00	$3.20	$3,200.00	73%

[1] Estimated quantity is only used for calculation purposes. The number of device deployments may be greater or less than the estimated quantity provided. (See RFP Section 4.3.3.1).

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

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

and

BROADWAY TYPEWRITER COMPANY, INC.
d/b/a AREY JONES EDUCATIONAL SOLUTIONS
(hereinafter referred to as "Vendor"),
whose principal place of business is
1055 Sixth Avenue, Suite 101
San Diego, California 92101

WHEREAS, SBBC issued a Request for Proposal identified as RFP25-078 – Technology Devices Deployment Services; dated October 15, 2024 and Addendum No. 1, dated November 8, 2024 ("RFP"), all of which are incorporated herein by reference, for the purpose of receiving proposals for Technology Devices Deployment Services; and

WHEREAS, Vendor in response to the RFP, submitted a proposal dated November 21, 2024 ("Proposal") which is incorporated herein by reference; and

WHEREAS, SBBC desires and Vendor wishes to provide Technology Devices Deployment Services for the configuration, installation, and distribution of technology, covering both educational and administrative needs, including etching, imaging, and installation for end-users District-wide; and

WHEREAS, SBBC's use of Vendor's Technology Devices Deployment Services shall enhance SBBC device utilization and student performance while improving teacher productivity through the effective integration of technology in classrooms, and also increase efficiency in resource management;

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

ARTICLE 1-RECITALS

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

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**.

(a) The term of this Agreement commences on July 29, 2025 ("Effective Date") and concludes on July 28, 2030 ("Initial Term"), unless terminated earlier pursuant to Section 3.05 of this Agreement. The Initial Term of this Agreement may, by mutual agreement between the parties, be extended for one hundred eighty (180) calendar days beyond the expiration date. SBBC's Procurement & Warehousing Services Department, will, if considering such an extension, submit a letter to Vendor requesting Vendor's consent to the extension, prior to the expiration of the Initial Term.

(b) In the event that this Agreement is delayed under the RFP by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of this Agreement to provide the original Agreement term as stated in the RFP. When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the Initial Term and the one hundred eighty (180) calendar day extension, awarded under this RFP, for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new Agreement award under protest can be approved by SBBC.

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

First: This Agreement; then
Second: Addendum No. 1 to RFP25-078; then
Third: RFP25-078 – Technology Devices Deployment Services; then
Fourth: Proposal submitted in response to the RFP by Vendor

2.03 **Description of Services Provided**. Vendor shall provide SBBC with the Scope of Services for Technology Devices Deployment Services ("the Services") as described in the Proposal and in compliance with this Agreement, the RFP, its Addenda, and as specified in "Scope of Services" attached hereto and incorporated into this Agreement by reference as **Exhibit A**.

2.04 **Cost of Services**. Vendor shall provide SBBC with a written quotation for the Services specified in **Exhibit A**, to the school or department requesting the Services. Vendor agrees that the prices for the Services specified in "Annual Deployment Cost" attached hereto and incorporated into this Agreement by reference as **Exhibit B**, shall remain firm through the first three (3) years of this Agreement. Vendor may submit a written request for price adjustment, with proper documentation justifying the adjustment, thirty (30) days before the third anniversary date of the Agreement. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to Vendor for correction. Price adjustment requests shall not exceed three percent (3%).

2.05 **Payment**.

(a) For all SBBC orders, SBBC shall request a quote for the Services rendered under this Agreement, that shall be used to create a purchase requisition. SBBC shall provide Vendor with a valid purchase order.

(b) Vendor shall submit accurate and appropriate invoices specifying the goods and/or services provided to SBBC under this Agreement, to the following address: The School Board of Broward County, Florida, Accounting & Financial Reporting Department, ATTN: Accounts Payable, 600 Southeast Third Avenue, 8th Floor, Fort Lauderdale, Florida 33301. All such invoices are subject to the approval of the Department Director or School Principal.

(c) SBBC shall make payment to Vendor within thirty (30) calendar days of SBBC's receipt of Vendor's accurate and appropriate invoice, provided that the Services have been rendered by the Vendor in accordance with the requirements set forth in the RFP, Proposal, and this Agreement.

2.06 **SBBC Disclosure of Education Records.**

(a) SBBC students and/or staff will provide Vendor with the education records listed in this section for the following purpose(s):

1) For Vendor to provide warranty services for laptops and desktop devices.

(b) SBBC students and/or staff will provide Vendor with the following education records, via access to the devices during repair:

1) Student first and last name
2) Employee first and last name
3) Any education records on the device at time of repair

(c) FERPA Exception to Consent: Vendor is considered a "school official" with a legitimate educational interest to receive the aforementioned types of information from SBBC student education records for the purposes listed above. Pursuant to the Family Educational Rights and Privacy Act (FERPA), 34 CFR 99.31(a)(1), these records may be provided without prior parental consent. Prior written consent of the parent or student age 18 or over is needed for any types or purposes of disclosures of education records beyond those listed in this section.

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

2.07 **Vendor Safeguarding the Confidentiality of Education Records.**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state

or federal law or regulation regarding the confidentiality of student information and records; and

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

3) Utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, VENDOR shall:

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

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

3) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

4) Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and

5) Prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred

by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes; and

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

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

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto.

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

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.08 **SBBC Disclosure of Employee Records.**

(a) SBBC staff will provide Vendor with the employee records listed in this section for the following purpose(s): For Vendor to provide warranty services for laptops and desktop devices.

(b) SBBC staff will provide Vendor with the following employee records, via access to the devices during repair:

1) Employee first and last name
2) Employee email address
3) Any employee records on the device at time of repair

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

2.09 **Vendor Safeguarding the Confidentiality of Employee Records**

(a) Privacy. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Fully comply with the requirements of state or federal law or regulation regarding the confidentiality of employee records; and

2) Hold the employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law; and

3) Only share employee records with those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement; and

4) notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of employee records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, Vendor shall:

1) Protect employee records through administrative, physical and technological safeguards to ensure adequate controls are in place to protect the employee's records and information; and

2) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes; and

3) Prepare and distribute, at its own cost, any and all required notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so; and

4) Be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.10 **Auditing of Data Protections Controls.**

(a) Vendor or any of Vendor's subcontractors with access to SBBC data shall provide an attestation stating the Vendor and/or Vendor's subcontractors with access to SBBC data have undergone a third-party audit and the security controls being used are in compliance with acceptable security standards. This attestation shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by Vendor or by any of Vendor's subcontractors with access to SBBC data under this Agreement.

(b) At a minimum, the audit shall show what controls are used to:

1) Protect SBBC against unauthorized access, unauthorized disclosure, and damage; and

2) Reduce the risk of compromise of the availability, integrity, confidentiality, and privacy of the provided SBBC data; and

3) Ensure SBBC student and/or staff personal information is collected, used, retained, disclosed, and disposed of in a manner to meet Vendor's objectives while also ensuring the data is protected from unauthorized use or disclosure; and

4) Monitor compliance with established security controls.

(c) Additionally, the Vendor and/or the Vendor's subcontractors with access to SBBC data shall, at minimum, annually receive a third-party audit of their security controls showing continued compliance with acceptable security standards and maintain compliance during the term of this Agreement. The Vendor shall provide SBBC an attestation of continued compliance by Vendor and/or Vendor's subcontractors with access to SBBC data within ten (10) business days of written request by SBBC.

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

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall

have access to Vendor's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to Vendor pursuant to this Agreement.

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

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

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

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

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

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

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

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Chief Information Officer Office of the Chief Information Officer. The School Board of Broward County, Florida 7720 West Oakland Park Blvd., 2nd Floor Sunrise, Florida 33351
To Vendor:	Madeline Scarpella Director of Contracts Broadway Typewriter Company, Inc., d/b/a Arey Jones Educational Solutions 1055 Sixth Avenue, Suite 101 San Diego, California, 92101 Email: madeline@areyjones.com
With a Copy to:	Jose Diaz Account Manager Broadway Typewriter Company, Inc. d/b/a Arey Jones Educational Solutions 1055 Sixth Ave Suite 101 San Diego, California, 92101 Email: jose.diaz@areyjones.com

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

2.14 **Background Screening.** Vendor shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of Vendor's non-

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

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

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

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

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

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

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

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

(b) Errors & Omissions. Vendor shall have and maintain Errors & Omissions insurance with limits of not less than $1,000,000 covering services provided under this Agreement.

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

(d) Auto Liability. Vendor shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If Vendor does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by Vendor must be furnished to SBBC stating the following: "Broadway Typewriter Company, Inc d/b/a Arey Jones Educational Solutions does not own any vehicles. If Broadway Typewriter Company, Inc d/b/a Arey Jones Educational Solutions acquires any vehicles during the term of the Agreement, Broadway Typewriter Company, Inc d/b/a Arey

Jones Educational Solutions agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

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

(f) Verification of Coverage. Proof of the required insurance must be furnished by Vendor to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit Vendor to remedy any deficiencies. Post award you will receive an email including a link to upload *(drag and drop)* your certificate of insurance.

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

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

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

3) Certificate Holder: The School Board of Broward County, Florida, Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

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

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

2.18 **Nondiscrimination.**

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

(b) As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its

public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. Vendor understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

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

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

2.21 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon

the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.22 **Incorporation by Reference**. **Exhibits A** and **B** attached hereto are incorporated into this Agreement by reference.

2.23 **Proprietary Information.**

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

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

2.24 **Affidavit Regarding the Use of Coercion for Labor and Services**. Pursuant to Section 787.06(13), Florida Statutes, all nongovernmental entities executing, renewing, or extending a contract with The School Board of Broward County, Florida must provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury stating that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The submission of a false affidavit may subject a nongovernmental entity to civil penalties, attorney's fees, and/or costs. Any Agreement with SBBC shall be terminated by SBBC without recourse if a nongovernmental entity is found to have submitted a false affidavit.

ARTICLE 3 – GENERAL CONDITIONS

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

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

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

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

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC

under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By: _____
Debra Hixon, Chair

ATTEST:

Date: _____

_____
Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

V Balkanski Digitally signed by V Balkanski Date: 2025.07.17 15:52:47 -04'00'

_____
Office of the General Counsel

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FOR VENDOR:

(Corporate Seal)

Broadway Typewriter Company, Inc
d/b/a Arey Jones Educational Solutions

ATTEST:

_____, Secretary

-or-

By: _____

Print Name: **David Scarpella**

Title: **Secretary**

_____
Witness

Date: **7-15-25**

_____
Witness

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

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (*date*) by _____ (*name of officer or agent, title of officer or agent*) of _____ (*name of corporation acknowledging*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is ☐ personally known to me or has produced _____ (*type of identification*) as identification and who ☐did/☐did not first take an oath this _____ day of _____, 2025.

My Commission Expires:

_____
Signature – Notary Public

(SEAL)

_____
Printed Name of Notary

_____
Notary's Commission No.

Please see attached California all-purpose acknowledgment w affiant statement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On 7/15/2025 before me, Ione Fortini, notary Puplic
Date *Here Insert Name and Title of the Officer*

personally appeared David Scarpella
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

IONE FORTINI
Commission No. 2486987
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
Commission Expires April 15, 2028

Signature Ione Fortini
Signature of Notary Public

Place Notary Seal Above

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Signer's Name: _____
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☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Scope of Services – Deployment

Arey Jones understands and agrees to comply with all items and provisions outlined in the revised Deployment Services Minimum Requirements and Specifications section of the BID document. The following paragraphs are included only for illustrative purposes. As the current provider of deployment services for SBBC we look forward to continuing our relationship and providing outstanding services for SBBC.

Our Facilities

Arey Jones will coordinate all work for SBBC from our local Broward County warehouse facilities which are presently located in Fort Lauderdale, just a short drive from the District office. All installation, configuration, etching, scheduling delivery and service personnel serving SBBC are based out of these facilities.

Arey Jones Fort Lauderdale Fulfillment Center

3150 Prospect Road #300
Fort Lauderdale, FL 33309
Phone: 800.998.9199



EXHIBIT A

Project Manager

The Project Manager (PM) assigned to this project is Brandon Gopaul. Brandon will be responsible for overseeing the successful execution of the device deployment and ensuring that all project activities align with the specific requirements and expectations of the School Board of Broward County (SBBC). The PM will ensure smooth coordination, track progress, and address any issues that arise throughout the project lifecycle, maintaining transparent communication with SBBC stakeholders.

Execution of the Project Plan

The Project Manager will:

- Develop and execute the project according to the established project plan, ensuring all deliverables are completed on schedule and within budget.
- Coordinate with all involved teams and stakeholders, ensuring alignment with SBBC's timelines, policies, and goals.

Coordination of Naming Conventions

Once an order for devices is placed with the manufacturer and the purchase order (PO) is issued, the PM will:

- Contact the receiving SBBC site to obtain the correct naming conventions for the devices.
- Ensure that these naming conventions are confirmed and documented prior to receiving devices at the warehouse, avoiding any confusion or delays in deployment.

Development of Forms and Records

In collaboration with SBBC, the Project Manager will:

- Develop necessary forms, templates, and records to ensure project activities are documented in accordance with SBBC's policies and procedures.
- Ensure all documentation is consistent, organized, and easily accessible for future reference.

Setup of Project Documentation

The PM will:

- Establish and maintain secure files for the project, ensuring that all project-related information, including communication, records, and deliverables, is appropriately documented, organized, and stored for security and easy retrieval.

Monitoring and Adjusting Project Progress

The Project Manager will:

- Continuously monitor the progress of the project, adjusting the timeline or resources as necessary to ensure on-time and successful completion.
- Keep an updated record of progress in the online project portal, providing stakeholders with real-time insights into project status.

Communication Schedule and Stakeholder Updates

To ensure all stakeholders are informed of project progress, the PM will:

- Develop and maintain a communication schedule to provide regular updates to SBBC and relevant stakeholders.
- The PM will ensure that all required staff are kept up to date on the status of the project, and communication will be tailored to the needs of each stakeholder.

Quality Control and Regular Reviews

The PM will:

- Regularly review the quality of work completed in collaboration with SBBC's project team to ensure that all project requirements and quality standards are met.
- If any quality issues arise, the PM will address them promptly to prevent delays or issues with device deployment.

EXHIBIT A

Cooperative Issue Resolution

The PM will:

- Work closely with SBBC's Project Manager to resolve any issues quickly and cooperatively, ensuring any obstacles are addressed promptly and professionally.

Weekly On-Site or Virtual Meetings

The Project Manager will:

- Attend a weekly on-site or virtual meeting, as requested by SBBC, to discuss project progress, address any concerns, and ensure alignment with project goals.
- These meetings will provide a forum for open communication and quick resolution of any emerging issues.

Vendor Competency

Our installation team is composed of highly trained and experienced technicians who are fully competent in the operation of the computer products being delivered. We take pride in ensuring that every member of our team possesses the skills and qualifications required to effectively deploy and set up devices, meeting the specific needs of the School Board of Broward County (SBBC).

We understand the importance of competency in this project, and we are committed to providing highly skilled installers who will adhere to SBBC's standards and expectations.

Competent Installation Team

- **Experienced Installers:** All our installers are required to have significant experience with the specific computer products being deployed, including any required setup, configuration, and troubleshooting procedures. Each installer is certified by leading technology vendors, ensuring they possess the technical knowledge necessary to handle the devices with expertise.
- **Continuous Training:** Our installers undergo continuous training on new technologies, industry best practices, and the specific requirements of the School Board of Broward County. This ensures that they stay up to date with the latest technologies and methods for device installation, configuration, and maintenance.

SBBC's Right to Review Installer Competency

We acknowledge that SBBC reserves the right to assess the competency of any installer assigned to the project:

- **Competency Assessment:** If at any time an installer is found not to meet the standards of SBBC, we will promptly provide an alternate, qualified installer. We will work closely with SBBC to ensure that any concerns are addressed and resolved quickly, to avoid any disruptions to the installation process.
- **Replacement Process:** Should a replacement installer be required, we will promptly provide a qualified team member who meet SBBC's high standards. Our goal is to ensure that every installation is carried out with the highest level of proficiency.

EXHIBIT A

Installer's Meeting Attendance

We recognize the importance of collaboration between our installation team and SBBC's IT Division. As part of our commitment to the success of this project:

- **Installer's Meeting:** Our installers will attend any scheduled Installer's Meetings hosted by SBBC's IT Division. These meetings provide an opportunity for the IT Division to share important project updates, provide further guidance, and discuss any specific requirements for the installation process.
- **Advance Notice:** We understand that SBBC provides at least three (3) days' notice for such meetings. Our team will make every effort to attend these meetings as scheduled, ensuring that we are fully aligned with SBBC's goals and expectations for the deployment.
- **Alternate Attendee:** If an installer cannot attend the meeting, we will provide an equally qualified alternate or supervisor who can represent our team and ensure that all critical information is communicated back to all team members.

Compliance with Meeting Requirements

- **Failure to Attend:** We fully understand this stipulation and will make every effort to comply with meeting requirements to avoid any risk of non-compliance.
- **Frequency of Meetings:** We recognize that the frequency of these meetings will be determined by SBBC's IT Division. Our team will adjust accordingly to ensure that our installers are consistently aligned with any updates or changes that may arise.

By maintaining a highly skilled installation team and adhering to SBBC's policies for meetings and competency assessment, we ensure that our service meets the highest standards of quality and performance.

Delivery to Arey Jones' Local Warehouse

Arey Jones will initiate the deployment process immediately upon receipt of the order from the School Board of Broward County (SBBC). Receiving, warehousing, and consolidation services are provided in our local Broward County warehouse and fulfillment center to facilitate the creation of an installation solution that meets or exceeds all SBBC's needs. Arey Jones coordinates product deliveries from manufacturer partners in connection with this RFP, following the same successful process we've used for nearly ten years to support SBBC's computing device rollouts.

Within the 15-day window following the receipt of the order, we will proactively reach out to the designated installation site to gather the necessary computer naming conventions, as outlined in section 4.3.4.16. This ensures that the devices are properly labeled and configured according to SBBC's specifications before deployment.

Upon receipt of the goods, Arey Jones will carefully check all devices to verify serial numbers against the order documentation provided by the manufacturer for each purchase order, in full compliance with the RFP document. Once the devices are confirmed, Arey Jones will promptly prepare them for deployment within a four (4) working day period. Our experienced team will inspect each device, configure it, and ensure it is ready for distribution to the installation sites. As part of the configuration

EXHIBIT A

process, we will conduct asset tagging for all devices and apply UV printing or laser engraving for mobile devices to meet SBBC's specific requirements.

In the event that a delay in delivery is needed, Arey Jones is fully capable of accommodating such delays. If SBBC requests a delay beyond the initial four (4) working days, we will work with the district to arrange for a delivery window extension of up to 60 days after receipt of order (ARO) at no additional cost. This request can be made in writing by a location administrator or IT Project Manager, and we will promptly adjust our schedule to accommodate this extension.

SBBC Site Delivery

Arey Jones will coordinate the delivery of devices to SBBC sites in compliance with the specified process outlined by SBBC:

a. Project-Based (District-Wide Orders): For project-based or district-wide orders, Arey Jones will work directly with SBBC's IT department. Once we receive the notification of delivery, we will coordinate with the IT team to schedule the delivery of the order. We will ensure that all site-specific requirements and delivery timelines are adhered to, ensuring a smooth and timely delivery to all designated SBBC locations.

b. Non-Project Based (Individual School/Department Orders): For non-project-based deliveries (such as individual school or department orders), Arey Jones will directly contact the receiving SBBC site to schedule the delivery. We will collaborate with the designated contact at the site to confirm delivery times, ensuring that each location's needs are met. IT is not involved in these deliveries, and Arey Jones will handle all logistical coordination.

In both cases, Arey Jones will ensure that all devices are delivered on time, with the proper configuration and documentation in place. Our team will work closely with the SBBC staff to maintain clear communication and ensure that delivery requirements are fully met.

Pre-installation Preparation at Arey Jones' Warehouse

Arey Jones adheres strictly to SBBC's installation process as outlined in Section 4.3.4.12. Our warehouse, located within Broward County, meets SBBC's requirement of a minimum 10,000 square feet of secure storage space to receive, store, and prepare large inventories of devices for delivery. The following outlines our preparation process:

a. Warehouse Security and Device Preparation

Arey Jones' warehouse is secure and equipped to receive and store large quantities of devices until the scheduled delivery date. Every desktop, laptop, and hybrid device is imaged, provisioned, and, when applicable, laser etched or UV printed in accordance with SBBC's specifications, prior to delivery to SBBC sites.

b. Verification of Order Accuracy

Upon receiving the order, Arey Jones verifies that the items on the Purchase Order match the physical items received, including confirming the model numbers and quantities, to ensure that no discrepancies exist.

EXHIBIT A

c. Windows Operating System and Licensing Compliance

The Windows operating system will be installed in accordance with SBBC's Microsoft Enrollment for Education Solutions (EES) licensing agreement. SBBC is responsible for adding or removing software from their image and procuring the necessary licenses for any third-party software included in the image. Arey Jones will not add any software to the district's image without prior written authorization from SBBC, along with confirmation of the availability of the required licenses.

d. Image Creation and Provisioning

SBBC will provide multiple hardware-independent images, which we will use to configure the devices. These images will be applied to the SBBC standard product line for consistency and to meet SBBC's requirements.

e. Timely Delivery and Installation

Within four (4) days of receiving the devices from the manufacturer, Arey Jones will ensure that the devices are delivered and installed at the receiving SBBC site, at no additional cost. We will ensure that installation is consistent with SBBC's procedures and specifications, as outlined in the product manual.

f. Imaging and Laser Etching/UV Printing

All devices (laptops and hybrids) will undergo imaging and provisioning. Additionally, if applicable, the devices will be laser etched or UV printed with SBBC's specified logo and a minimum of three lines of text, covering at least 75% of the top cover of the device. The etching/printing process will comply with SBBC's guidelines, including design specifications provided to Arey Jones.

g. Verification of Laser Etching/UV Printing

We will verify the correct laser etch image and/or UV print (if applicable) for each device, ensuring that all devices are correctly marked, with different processes for project-based and non-project-based devices as required by SBBC.

h. Application of Laser Etching/UV Printing

Laser etching or UV printing will only be applied to laptops and hybrids (not desktops), based on the digital files provided by SBBC. This process will be carried out with precision to ensure that each device is properly branded and labeled.

i. Imaging and Network Configuration

Each Windows computer device will be imaged and provisioned specifically for the school's network credentials, ensuring seamless integration and operation when the devices are delivered to SBBC sites.

j. Installation Consistency

Installation procedures will be executed per the product manual and SBBC's specific installation guidelines. Our team is trained to ensure that all devices are installed consistently and meet SBBC's requirements.

EXHIBIT A

k. Packaging and Serial Number Matching

Once the imaging, provisioning, and laser etching/UV printing processes are completed, all devices and their accessories will be returned to their original packaging. Arey Jones will ensure that the serial number on the packaging matches the serial number of the device to prevent errors during the final delivery and installation.

l. Safe Transport for Laptops or Hybrids

Devices purchased for carts will be securely placed into the carts for safe transport to the SBBC site. Each device will be placed in a protective sleeve to ensure safe transport within the cart. The carts will be checked to ensure that they are properly prepared for delivery.

m. Power Adapter and Cord Management

Power adapters will be securely fastened and professionally routed within the carts for convenient access during charging. Additionally, we will inspect the power cords to ensure they are in good working order and meet SBBC's standards.

n. Image Library Maintenance

Arey Jones will maintain a library of all SBBC-specific images developed during the term of the contract. This ensures that any future imaging requests or updates can be handled efficiently and in compliance with SBBC's needs.

Configure Laptops and Hybrid Cart/Tray/Cabinet

Arey Jones will ensure that laptops, hybrids, and associated accessories are securely stored and organized in the carts, trays, or cabinets as required. The following steps will be completed at our warehouse prior to delivery to SBBC:

a. Cart Preparation and Wiring:
Carts ordered from the Technology Computing Devices Bid will be equipped with power adapters for laptops or hybrids. We will ensure that the power adapters are securely wired into the carts in accordance with SBBC's specifications. Once the wiring is completed, laptops or hybrids will be placed into the carts, ensuring they are properly organized and ready for transport to the SBBC site.

b. Cart Inventory Documentation:
Arey Jones will record the cart inventory on the Proof of Delivery Sheet, ensuring that all devices and accessories are accounted for and properly listed prior to transport to the SBBC site. This ensures clear and organized documentation for both Arey Jones and SBBC for inventory tracking purposes.

c. Cart/Tray/Cabinet Definitions:
Arey Jones will ensure the following terms are used when describing the available computer storage solutions we provide for SBBC:

- **Computer Storage Cart:** A mobile unit designed to store, organize, and transport laptops, hybrids, and related accessories. These carts are equipped with secure power adapters and are designed for easy mobility and safe transport.
- **Computer Storage Tray:** A flat, shallow container designed to hold and organize tablets and related accessories. These trays provide easy access and organization for smaller devices.

EXHIBIT A

- **Computer Storage Cabinet:** A non-mobile unit designed for secure storage of computer equipment, peripherals, and related technology. These cabinets are ideal for permanent or semi-permanent storage at SBBC sites.

Delivery and Installation to Local School Sites and Offices

Arey Jones will provide inside delivery, F.O.B. (Free on Board) Destination, to the designated SBBC locations within Broward County, Florida. As defined by SBBC, "F.O.B. Destination" means that Arey Jones retains title and control of goods and is responsible for the risk of transportation until delivery to the site or school, at which point title passes to SBBC. Our approach includes the following:

a. Flexible Delivery and Storage Options:
Arey Jones offers flexible delivery and/or storage solutions at no additional cost. This includes extended delivery hours (when mutually agreed upon), order consolidation, and custom palletization to meet SBBC's specific needs. We are committed to accommodating the logistics of the delivery process to ensure smooth operations.

b. Multi-Address Shipping:
We can manage deliveries to multiple locations under single or multiple purchase orders, ensuring that each address and specific location is clearly accounted for in our shipping logistics.

c. Box Truck with Lift Gate Capabilities:
Arey Jones maintains a local fleet of box trucks, all with lift gate capabilities to ensure safe and efficient delivery of devices to SBBC sites. This capability allows for easier handling of bulky or heavy shipments, ensuring no delays or issues with device delivery. We don't ship, we deliver.

d. Cart Configuration:
When applicable, Arey Jones will configure pre-existing carts, with pricing based on the number of devices to be placed within the cart. This work can either be performed on-site at time of equipment delivery, or the cart can be picked up and brought to Arey Jones' Fort Lauderdale configuration center for integration and to reduce the burden on SBBC sites and classrooms.

e. Responsibility for Product Until Delivery:
Arey Jones ensures that all devices and equipment arrive in proper condition and meet the required standards of care.

f. Delivery Scheduling:
Arey Jones will coordinate with SBBC to ensure deliveries are scheduled during SBBC's standard business hours (Monday to Friday, 8:00 a.m. to 4:00 p.m. EST), excluding legal holidays or days when SBBC is closed. Deliveries will not be made on weekends or during designated holidays unless pre-arranged with the school or site. We do not schedule installations to start at the beginning or end of the school day to not interfere with school bus traffic and ensure that all delivery times are convenient for SBBC staff.

g. Proof of Delivery and Payment:
It is understood that payment to Arey Jones will only be processed once all items listed on the Proof of Delivery Sheet have been fulfilled. Arey Jones and its staff do not and will not contact SBBC site personnel regarding payment or approval of payment. We always ensure AP/AR processes are handled through proper documentation, with the proper departments and SBBC protocols.

EXHIBIT A

Fingerprinting and Check-In Requirements

Arey Jones requires all employees to be fingerprinted using Live Scan and undergo a Department of Justice background check before they are allowed to enter any school site or SBBC office. It is company policy that all Arey Jones personnel must sign in at the site's front office before they proceed to a classroom or office. Once they are onsite, they are also required to sign out.

Competency

Arey Jones dedicated team of equipment installers are fully competent and certified by the manufacturer or CompTIA in the installation and operation of computing products as delivered. E-mail notification from the SBBC I&T Department regarding installers meetings shall be sent to sbbc-installs@areyjones.com this will notify the Arey Jones account and installation teams for SBBC.

General Onsite Installation and Systems Integration Procedures – Laptops, Hybrids and Desktops

Arey Jones will adhere to the installation process as outlined by SBBC, ensuring compliance with the most current specifications provided to us. Below are the steps we will take to ensure successful and efficient installation:

Pre-Installation Coordination and Verification

Arey Jones will receive and review the most current installation specifications from SBBC (as described in Section 4.3.4.12) to ensure full compliance.

Two business days prior to delivery, we will provide SBBC's I&T department with an electronic copy of the Proof of Delivery (POD) document. This document will list all serial numbers and will be used to verify that all devices match the delivery requirements.

Unpacking and Peripheral Setup

Upon arrival at the site, Arey Jones will unpack the devices and ensure that peripherals, including but not limited to mice, keyboards, monitors, docking solutions (if ordered), and external speakers, are installed in designated areas as specified by the location administrator or their delegate.

The devices will be placed in carts or boxes as required, ensuring they are ready for delivery to the designated office or classroom areas.

Cart and Device Configuration

Arey Jones will configure any pre-existing carts (not purchased through the Technology Computing Devices Proposal) and ensure that all power adapters are securely fastened and professionally routed within the cart for easy access and convenient charging. We will also provide pricing for these services on the Bid Summary Sheet.

For carts purchased as part of the order, Arey Jones will wire the power adapters into the cart and securely place the devices inside prior to delivery.

EXHIBIT A

Network Connectivity Verification

Arey Jones will verify network connectivity by powering each device on and confirming that the device boots to the Broward Schools login page. We will also ensure that the device name matches the designated school name to prevent any discrepancies.

Re-Imaging If Necessary

If any device fails to boot to the Broward Schools login screen, Arey Jones will reimage the device onsite using the BCPS imaging process to ensure proper functionality before the device is placed in service.

Packaging Material Disposal

Arey Jones will break down and responsibly dispose of all packaging materials in an area designated by the location administrator or, if preferred, take the materials back on our trucks for recycling.

Electronic Inventory and Delivery Confirmation

- An electronic record of all assets will be provided to SBBC as required.
- Once the installation and delivery are completed, a copy of the Proof of Delivery (POD) sheet will be sent to SBBC's IT department for confirmation.

By following these procedures, Arey Jones ensures that each device is properly set up, fully functional, and ready for use upon delivery, while also maintaining a streamlined and efficient installation process for SBBC.

Verification of Onsite Installation

Arey Jones recognizes the importance of transparency and accuracy in ensuring that all devices meet SBBC's requirements. To facilitate the verification process and ensure compliance with this bid, we will implement the following procedures for SBBC personnel to verify the content of the installed devices:

Access to Inventory Documentation

Arey Jones will provide SBBC with electronic documentation of all devices delivered and installed, including detailed records of device specifications, serial numbers, and any peripherals included in the delivery. This documentation will be made available to SBBC personnel for random verification.

Device Specification Verification

SBBC personnel may perform random checks to verify the specifications of installed devices. This includes confirming the device model, operating system, software, and other hardware components (e.g., RAM, storage capacity) against the order specifications. Arey Jones will ensure that all devices are accurately provisioned according to the purchase order and installation requirements.

Support for Onsite Inspection

Arey Jones will provide assistance and support during any onsite inspections to ensure a smooth and efficient verification process. Our team will be available to provide any necessary guidance or additional documentation to facilitate the verification of the installed devices.

EXHIBIT A

Random Sample Audits

SBBC may randomly select devices to be checked for compliance with the installation standards outlined in this bid. Arey Jones will cooperate fully with SBBC's verification process and address any discrepancies or issues promptly, ensuring compliance with all specifications.

Ongoing Monitoring and Updates

We will maintain a record of all installation processes, and should any deviations from the expected results occur, Arey Jones will take corrective actions to bring the devices into full compliance with SBBC's standards. Regular updates will be provided to SBBC as needed.

This proactive approach to verification ensures that all devices meet SBBC's requirements and that the installation process adheres to the highest standards of quality.

Packaging and Identification

Arey Jones ensures that all systems out for delivery are sufficiently packaged to protect them from damage during transit. Systems that are delivered on pallets are stacked in such a manner that ensures any partial cases are stacked at the top of pallets.

Proof Of Delivery (POD) Documentation

Arey Jones is committed to maintaining transparency and accuracy throughout the delivery process. We fully understand the importance of providing the correct documentation for each shipment to ensure that SBBC receives the expected devices and can process them efficiently.

Packing Slip/POD Attachment

Arey Jones will ensure that all packing slips and Proof of Delivery (POD) documentation are securely attached to the outside of each delivery, as required.

Packing Slip/POD Requirements

Arey Jones current packing slip/POD includes the following information:

- **Purchase Order number**
- A **complete listing of items delivered**, including the **serial numbers** for each item
- A **listing of any back-ordered items**, clearly identifying which products have not yet been delivered.

Electronic Copy for SBBC IT Department

In addition to the physical POD, Arey Jones sends a separate electronic copy of the school packing slip in Excel/CSV format that can be uploaded to SBBC's SAP system. This electronic document will include:

- **Serial numbers** for all items
- **Four-digit location numbers** for each device
- **Arrival date** of the shipment.

EXHIBIT A

This electronic copy will be provided to SBBC's IT department **within 24 hours of delivery** to ensure timely record-keeping and processing.

Inclusion on Invoices

All serial numbers are included on the invoices submitted to SBBC for payment. This aligns with the requirements outlined in the Proposer Information Package, to ensure that payment processing is both accurate and timely.

Compliance with Proposer Information Package

Arey Jones will adhere to all documentation and delivery requirements set forth in the Proposer Information Package to ensure compliance and maintain a smooth delivery process.

By following these procedures, Arey Jones ensures the proper tracking and verification of deliveries, helping SBBC maintain accurate inventory records and enabling prompt processing of invoices and payments.

Collaboration With SBBC Technology Support Services Team

Arey Jones is committed to working seamlessly with the School Board of Broward County (SBBC) Technology Support Services Team to ensure the successful installation and deployment of all Windows-based computing devices. We will comply with the specifications outlined in sections 4.3.4.13 through 4.3.4.16 of the RFP and are prepared to adapt to any changes communicated by SBBC.

Installation Coordination

Arey Jones recognizes that collaboration with the SBBC IT department is key to successful deployment. We strictly adhere to SBBC's installation process and ensure that all installations are conducted according to the latest guidelines provided by SBBC. We understand that any updates to these procedures will be communicated to all parties involved at least one week prior to the effective date intended, and we will incorporate such changes into our processes accordingly.

Qualified Installation Personnel

Arey Jones will assign only qualified installation personnel to handle the deployment of hardware and software for all devices. Our team members have extensive experience in the installation and operation of hardware and operating systems across a wide range of devices, ensuring the successful setup of all systems sold to SBBC. We will not rely on SBBC personnel for hardware or software installation and will ensure that our team is fully prepared to manage all technical aspects of the installation.

Responsibilities for Installation Process

As the Awardee, Arey Jones will take responsibility for the complete installation process, which includes:

- **Laser etching and/or UV printing**, as required
- **Imaging the devices** with the image provided by SBBC
- **Provisioning devices** to match SBBC site-specific network credentials

EXHIBIT A

- **Delivery** of devices to the designated SBBC school or district location
- **Verification of serial numbers** and **computer functionality**
- **Packaging material cleanup**, ensuring that all waste is removed from the site and responsibly recycled.

Non-Assistance from SBBC IT Personnel

Arey Jones fully acknowledges that SBBC personnel will not assist with the installation of hardware or software. We ensure that our team has the expertise and resources necessary to handle all aspects of the installation independently, minimizing any burden on the SBBC IT department.

By ensuring that all installations are performed by qualified personnel and according to the latest SBBC guidelines, Arey Jones facilitates a smooth and efficient process, helping SBBC deploy its computing devices with minimal disruption.

EXHIBIT A

Device Imaging

Arey Jones is committed to ensuring that all devices are properly imaged and configured in accordance with the requirements set forth by SBBC. The following steps outline how Arey Jones will manage the imaging and provisioning process:

Receipt and Imaging of Devices

Upon delivery to our warehouse, Arey Jones will deploy the modified image provided by SBBC onto each device. We will ensure that all devices are imaged using the **BCPS imaging utility** and follow the appropriate domain selection:

- **Student devices** will be imaged with the **Azure domain**
- **All other devices** will be imaged with the **Microsoft Active Directory domain**
  In addition, devices will be laser etched or UV printed (if applicable) with SBBC-provided digital files.

VPN Tunnel for Configuration

To ensure seamless imaging and provisioning, Arey Jones has established a direct VPN tunnel to the SBBC network from our local Fort Lauderdale configuration center. We will collaborate with SBBC's IT team to continue to refine, test this and secure this VPN connection to ensure secure and efficient communication between our site and the SBBC network.

Computer Name and Type Configuration

Arey Jones' Project Manager will be responsible for coordinating with the appropriate SBBC site to obtain the correct computer names for each device. The devices will be configured with the proper BCPS naming convention and categorized as either **Staff** or **Student** devices.

Provisioning and Final Configuration

During the imaging process, Arey Jones will use the provisioning application to automate the following key tasks:

- **Activation of Windows** installation
- **Activation of Microsoft Office** installation
- **Configuration of wireless network profiles**
- **Joining the correct domain** (Azure or On-Prem AD as per the device type)

Collaboration with SBBC IT

Arey Jones will work closely with SBBC's IT team throughout the imaging and provisioning process to ensure all configurations are aligned with SBBC's requirements and standards.

By following these procedures, Arey Jones will ensure that all devices are correctly imaged, provisioned, and ready for deployment to SBBC sites, fully meeting the district's technical specifications and requirements.

EXHIBIT A

Delivery / Installation to SBBC Locations

Arey Jones will ensure smooth delivery and installation of devices at SBBC locations, following the guidelines and requirements as outlined in the RFP. Our process includes the following:

Proof of Delivery (POD) Submission

After delivery to the SBBC site, Arey Jones will provide an electronic copy of the Proof of Delivery (POD) document in .xlsx format to SBBC's IT department. This will include all serial numbers associated with the delivered items. The POD will be submitted no later than two business days after the delivery. Additionally, we will provide a PDF of the signed POD, with signatures from the site's administrator, director, or their designee, confirming receipt.

Access to Installation Site

Upon arrival at the SBBC location, Arey Jones will coordinate with the location administrator or their designee to gain access to the designated rooms for installation. We understand the importance of minimizing disruption to the daily learning activities and will ensure that the workspace is private and quiet to allow the installation process to proceed smoothly.

Removal of Documentation and Manuals

Arey Jones will remove all documentation, software, and manuals from the equipment boxes and place them in a location designated by the site administrator. This ensures that all unnecessary materials are properly handled and disposed of in a timely and efficient manner.

Setup of Desktops, Laptops, Hybrids, and Accessories

When delivering desktops, laptops, and hybrids with accessories such as docking solutions, keyboards, mice, and monitors, Arey Jones will perform the full setup of these devices. This includes the physical placement of equipment and initial power-on to verify proper operation.

Delivery of Laptops/Hybrids in Carts

Laptops and hybrids delivered in carts will be securely fastened in the transport vehicle. The carts will include all necessary accessories. Additionally, Arey Jones will ensure that all power adapters are securely fastened and professionally routed within the cart for convenient charging access at the receiving SBBC site.

Quality Control for Existing Carts

For existing carts, Arey Jones will ensure that power adapters are professionally routed and securely fastened in the cart. SBBC will evaluate a sample of an initial wired cart setup before Arey Jones proceeds with deploying additional carts. This evaluation will verify that the wiring meets SBBC's standard of quality, and this evaluation will be repeated for each cart type and model throughout the duration of the contract.

Serial Number Verification (Project-Based Deliveries)

For Project-Based deliveries (district-wide orders), Arey Jones will work alongside a representative from the school and SBBC's IT department to verify that all serial numbers on the devices match those on the Proof of Delivery (POD) document. This ensures that the correct devices are delivered to the correct locations.

EXHIBIT A

Serial Number Verification (Non-Project Based Deliveries)

For Non-Project Based deliveries (individual school/department orders), Arey Jones will coordinate with a school representative to verify that all serial numbers match those listed on the Proof of Delivery (POD) document. The same attention to detail will be applied to ensure accuracy in the delivery process.

By following these procedures, Arey Jones will ensure that all deliveries are completed on time, accurately, and in full compliance with SBBC's requirements, providing a seamless experience for SBBC staff and students.

Signoffs

Arey Jones ensures the proper documentation and sign-off process is followed for each delivery and installation to guarantee that all devices are accounted for and meet SBBC's requirements.

Proof of Delivery (POD)

Arey Jones will provide the school or department with a **Proof of Delivery (POD)** document upon delivery of devices. This document will detail all serial numbers and confirm the accuracy of the items delivered.

Verification and Sign-Off Process

Upon verification of all serial numbers, identification of any Dead-On Arrival (DOA) units, and completion of any additional notes or concerns, the following parties will sign and date the POD document in **blue ink**:

- Arey Jones Representative
- SBBC School/Department Representative
- SBBC IT Representative (if applicable)

Once signed, each party will retain a copy of the POD, and Arey Jones will retain the original signed copy for our records.

Handling Dead-On Arrival (DOA) Units

If any devices are identified as DOA during the sign-off process, Arey Jones' Project Manager will coordinate with the manufacturer to handle the replacement of the faulty units. The DOA serial numbers, and the corresponding replacement serial numbers will be clearly identified and documented.

Electronic Submission of POD

After the sign-off process, Arey Jones will electronically scan the signed POD and submit a copy to SBBC IT. Along with the POD, an .xlsx file containing the serial numbers of all devices delivered will be included for SBBC's records.

By following this process, Arey Jones will ensure that all devices are accurately documented, and any issues such as DOA units are promptly addressed. This process ensures full transparency and accountability in the delivery and installation of equipment.

EXHIBIT A

Computer Naming Conventions

Arey Jones acknowledges and understands the **computer naming conventions** outlined by the School Board of Broward County (SBBC) and will follow these conventions during the installation and configuration of devices. Note that these naming conventions apply only to on-prem Active Directory joined devices. Devices enrolled through Intune provisioning package or Autopilot are subject to the settings defined in the autopilot enrollment profile or provisioning package supplied by SBBC.

Naming Convention Overview

- **Location**: Each device's name will begin with the **location number** of the school or department.
- **Serial Number**: The manufacturer-provided device identifier will follow the location number.

Non-Project Based Computer Naming

For devices purchased by individual locations, the following naming conventions will be applied:

- **Desktop Workstations**: Location#-SerialNumber (e.g., 0011-xxxxxxx)
- **Wireless Carts**: Location#-S-SerialNumber (e.g., 0011-S-xxxxxxx)
- **Student Laptops**: Location#-S-SerialNumber (e.g., 0011-S-xxxxxxx)
- **Teacher Laptops**: Location#-SerialNumber (e.g., 0011-xxxxxxx)

Project Based Computer Naming

For devices purchased as part of a project, SBBC IT will provide the specific naming conventions to follow.

Arey Jones is committed to adhering to these naming conventions, ensuring consistency and compliance with SBBC's requirements for computer naming.

Device Portal

Arey Jones will establish a cloud-based portal for all devices ordered from the manufacturer, providing real-time tracking and status updates on deliveries to SBBC sites. This portal will be accessible to SBBC staff at any time, allowing for downloads in formats compatible with applications such as Power BI and Excel.

The portal will provide the following details for each order and delivery:

1. **Device Specifications**
    - Model, Processor type and other relevant specifications.
2. **Project Type**
    - Devices will be categorized by project type, either:
        1. **Run rate** (local site orders) or
        2. **Project** (larger district-wide orders).

EXHIBIT A

3. **Site Name**
    - The name of the location or school receiving the delivery.
4. **Location Number**
    - The pre-assigned four-digit location number for each site.
5. **PO Number**
    - A unique identifier assigned to each order.
6. **Quantity**
    - The number of devices ordered on each purchase order.
7. **Serial Number**
    - A list of serial numbers for all devices associated with the purchase order.
8. **Delivery Date**
    - The expected (pre-delivery) or actual (post-delivery) delivery date to the site.
9. **POD Signoff**
    - The date when the **Proof of Delivery (POD)** document is sent to the site electronically.
10. **Device Arrival Date**
    - The date when the devices arrive at Arey Jones' Fort Lauderdale warehouse.
11. **Quantity Status**
    - Information on devices delivered, remaining, and pending.
12. **Notes**
    - Any relevant comments or updates, including Dead-On-Arrival (DOA) status or other issues.

EXHIBIT A

Arey Jones will ensure the portal is fully functional, easy to navigate, and regularly updated with accurate information to support SBBC's tracking and reporting needs.

Evaluation And Feedback

Arey Jones understands the importance of gathering feedback to ensure the quality and effectiveness of our deployment services. We are committed to providing a seamless and successful installation experience for SBBC. As part of our ongoing commitment to improvement, we will actively participate in the evaluation process and welcome feedback from all stakeholders.

To support this, Arey Jones will collaborate with SBBC in the following ways:

Delivery Date

We will maintain open communication with SBBC throughout the delivery process to ensure that devices arrive on or before the expected delivery date. Any delays or issues will be promptly communicated, and corrective actions will be taken.

Deployment/Setup Process

After each deployment, we will work with SBBC representatives to identify any technical issues encountered during the onsite setup. Our installation team will quickly address and resolve any problems that arise, ensuring that all devices are deployed correctly and efficiently.

System Configuration

If any devices are found to be incorrectly configured, we will take immediate action to correct the issue. Our team will double-check all devices during setup to ensure compliance with SBBC's standards and specifications.

Technical Support

We will provide timely and effective technical support for any device repairs needed during the installation phase. Arey Jones' technicians are trained to address issues swiftly, minimizing downtime and ensuring continued service.

Customer Service

Arey Jones values customer feedback and will regularly solicit input on various aspects of customer service. We provide responsive, professional, and courteous service throughout the deployment process.

Improvement and Feedback

We encourage ongoing suggestions for improvement from SBBC and will take any constructive feedback into account to enhance our future service deliveries. We are committed to continuous improvement and will implement necessary changes to optimize the deployment and installation process.

Arey Jones will also ensure that all feedback is tracked, analyzed, and acted upon to continuously improve our processes and meet SBBC's needs.

Acknowledgement

Arey Jones acknowledges and agrees to all terms and conditions outlined in SBBC's Sample Agreement and HIPAA Business Associate Agreement as stated in Attachment J, including General Conditions 7.1 and Section 4.2.1, which are non-negotiable. We understand that any proposal that fails to completely accept these conditions will be rejected. Furthermore, we agree that any deviations from the conditions stated within the RFP are subject to approval by SBBC's legal department and/or the department responsible for the condition's placement in the RFP. If such deviations are not approved, the conditions will remain unchanged as originally stated in the RFP.

EXHIBIT A

Support and Warranty Solution

Staffing, Services and Fleet

All Arey Jones staff are direct Arey Jones employees and not contractors, except as required to meet MWBE inclusion requirements. Any MWBE partner staff work exclusively in our warehouse and configuration center. Only fully background-checked and vetted Arey Jones FTEs are allowed on school campuses by company policy.

Arey Jones delivery teams, integration specialists, certified technicians and system engineers always conduct themselves in a courteous, professional manner.

Technical and Engineering Staff

Arey Jones has a staff of technical professionals with a variety of engineering certifications on systems such as, Windows 10 Deployment & Administration/Management, Enterprise Servers and Storage, Entra ID, Active Directory & Group Policy, Google Workspace for Education, Chrome OS, Palo Alto Networks products, Cisco routing, switching and security and more. These resources can be engaged on a time and materials basis for long-term projects or an ad-hoc basis for quick questions, generally at little to no cost to SBBC.

Arey Jones' Nationwide Fulfillment Network

Arey Jones has a substantial number of regional configuration and distribution centers. These regional centers are located strategically to support customers across the United States and each facility can dispatch certified engineers and service staff throughout local school systems and surrounding school districts daily. The following are Arey Jones' company addresses that will be in direct support of SBBC.



Arey Jones Corporate Headquarters:

1055 Sixth Avenue, Suite 101
San Diego, CA 92101
Phone: 800.998.9199

Arey Jones West Coast Fulfillment Center:

5729 Maywood Avenue
Maywood, CA 90270
Phone: 800.998.9199

Arey Jones Fort Lauderdale Fulfillment Center 1

3150 W. Prospect Road, Suite 300
Fort Lauderdale, FL 33309
Phone: 800.998.9199

On-Site Support

Arey Jones understands that SBBC seeks to continue providing top-tier service with on-site warranty support. Arey Jones is fully committed to servicing and supporting the needs of SBBC and to continue providing on-site support through our cadre of field service technicians.

EXHIBIT A



Diagnosticians assessing incoming systems.



Repair Technicians replacing parts



Staging of systems to be repaired

EXHIBIT A

Every system undergoes a Quality Assurance Check



Technical Support and Call Routing

Arey Jones has an enhanced understanding of the dynamics of working within large educational enterprises. The unmatched experience of deploying substantial technology rollouts, integrating curriculum-based tools and professional development has made Arey Jones one of the leaders in educational technology services and support. Combining Arey Jones' personal support and our manufacturer partners' industry leading technologies, this association provides an unequaled team in the education marketplace.

Arey Jones Technical Support Structure:

- Arey Jones' technical support can be reached by calling our toll-free number at (800) 998-9199 or accessing our web site and customer portal 24/7/365 at www.areyjones.com
- Arey Jones' technical support is available during normal business hours, defined as 7:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday.
- The Technical Support hotline is answered within thirty seconds from the initial ring, and no one will be placed on hold longer than thirty seconds.
- Flexibility in contacting Arey Jones allows district teachers, administrators, and engineers to have access to the company during the times that are most convenient for the user.
- All Arey Jones sales and support calls during normal business hours are answered by live human beings. Callers will at no point encounter an automated phone tree. This level of personal service has existed for over 40 years under current ownership.

EXHIBIT A

About Our Technicians



Arey Jones has manufacturer and CompTIA A+ certified technicians, integration specialists and systems engineers dedicated to the Space Coast and surrounding metropolitan areas. All Arey Jones technicians, integrations specialists and systems engineers are badged and fingerprinted company employees who have undergone federal and state DOJ background checks. This allows for total control and commitment to the School Board of Broward County.

Integration with District Helpdesk Processes

To enhance the partnership with the District, Arey Jones offers the ability to electronically connect AJ support teams with the district's chosen help desk system. The benefit of this connection allows for efficient and seamless interaction between entities. Electronic reporting tools allow district staff members to monitor work order status and end user satisfaction. Arey Jones Service management software is compatible with a wide variety of help desk software.

Our dedicated support team enables us to provide an unparalleled level of support to the School Board of Broward County. We look forward to continuing our relationship.

Technical Account Manager

Arey Jones believes in strong customer relationships, and this includes successfully managing the repair lifecycle. We have assigned Abhishek "Aggie" Agarwal, who has over 10 years' experience in managing IT projects and relationships, to be your Technical Account Manager. Aggie is based in Atlanta, Georgia and provides Technical Account Management and solutions support for accounts in Georgia and Northern Florida.

Escalation Procedures

Arey Jones provides a variety of resources to each of our accounts ranging from sales and marketing to professional services and support, training and professional development. Each of these resources is a phone call away and your dedicated account team will work with you to engage all available resources.

We don't foresee any issues providing top-quality devices, services and support to the District, but should the need to escalate an issue arise we have provided the following escalation matrix to assist. The escalation matrix below provides detailed insight into the visibility of your account within our organization.

Escalation Matrix

Type of Service	Escalation Level	Escalation Contact	Contact Details
Sales, Communication, Performance,	1	**Christine Sweitzer** *Inside Sales Representative*	christine.sweitzer@areyjones.com 800-998-9199
	2	**Jose Diaz**	jose.diaz@areyjones.com

EXHIBIT A

Programs & Services		*Local Account Manager*	800-998-9199
	3	**Peter Scarpella** *Vice President of Marketing and Sales*	Peter@areyjones.com 213-820-5732
Invoicing and Payments	1	**Chris Murphy** *Accounts Receivable*	chris@areyjones.com 800-998-9199
	2	**Christine Sweitzer** *Inside Sales Representative*	christine.sweitzer@areyjones.com 800-998-9199
	3	**Jose Diaz** *Local Account Manager*	jose.diaz@areyjones.com 800-998-9199
	4	**Caren Mair** *Controller*	caren@areyjones.com 800-998-9199
Warranty Service and Support	1	**Arey Jones Customer Support Center**	Support@areyjones.com 800-998-9199
	2	**Assigned Technician**	Individual Contact Information Available
	3	**Mattie Scarpella**, *Director of Service and Support*	mattie@areyjones.com 213-820-5523

EXHIBIT A

EXHIBIT B

ANNUAL DEPLOYMENT COST[1]

DEVICE	MATERIAL #	DEVICE NAME	Annual Quantity	List Price	SBBC Unit Price	Extended SBBC Price
1A	6006690	Laptop Etching, Delivery & Deployment (EACH)	50,000	$0.00	$4.27	$213,500.00
1B	6006690	Laptop UV Printing, Delivery & Deployment (EACH)	50,000	$0.00	$5.77	$288,500.00
1C	6006691	Desktop Delivery & Deployment (EACH)	2,500	$0.00	$3.00	$7,500.00
1D	6006692	Laptop Cart Cable Management (NEW Carts) (PER LAPTOP)	1,500	$0.00	$2.25	$3,375.00
1E	6006693	Tablet Etching, Delivery & Deployment (EACH)	1,000	$0.00	$3.00	$3,000.00
1F	6006694	Existing Laptop Cart Wiring (PER LAPTOP)	1,000	$0.00	$1.50	$1,500.00
1G	6006695	Existing Tablet Cart Wiring (PER TABLET)	1,000	$0.00	$1.50	$1,500.00

[1] Estimated quantity is only used for calculation purposes. The number of device deployments may be greater or less than the estimated quantity provided. (See RFP Section 4.3.3.1).

OIG 25-020-M

EXHIBIT 44

From: Rodriguez, Ariel
To: jennifer.andreu@browardschools.com
Subject: Interview Confirmation
Date: Thursday, May 21, 2026 11:57:00 AM
Attachments: image001.png

Dear Ms. Andreu,

I am writing to confirm our interview scheduled for June 8, 2026, at 9:00 AM. The interview will take place at our office located at 1 North University Drive, Suite 111, Plantation, FL 33324. Our office entrance is on the south side of the building.

Additionally, please advise whether you will be accompanied by legal counsel for this meeting.

Respectfully,

Ariel Rodriguez
Special Agent
Broward Office of the Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324
(954) 357-7875
www.browardIG.org
954-357-TIPS (8477)



OIG 25-020-M

APPENDIX A

OIG Appendix A

Calls Between (754) 321-0774 and (850) 545-2402

June 27, 2024

Item	ConnDateTime (UTC)	Originating Number	Sec. Orig.	Terminating Number	Dialed Number	Elapsed Time	CIC	Call Code	Orig. Acc.
153	6/27/2024 16:01:46	424576	7543210774	8505452402		0:25		807	
154	6/27/2024 17:05:37	8505452402		7543210774		3:48	5483	119	
155	6/27/2024 17:05:38	8505452402		7543210774		3:49		808	

APPENDIX B

SIDNEY C. CALLOWAY
OFFICE MANAGING PARTNER,
FORT LAUDERDALE
BOARD CERTIFIED IN CIVIL TRIAL LAW
Shutts & Bowen LLP
201 East Las Olas Blvd.
Suite 2200
Fort Lauderdale, FL 33301
DIRECT (954) 847-3833
EMAIL SCalloway@shutts.com

September 21, 2026

VIA HAND DELIVERY AND ELECTRONIC MAIL
InspectorGeneral@broward.org

Carol J. Breece, Inspector General
Broward Office of the Inspector General
One North University Drive, Suite 111
Plantation, Florida 33324

Re: Preliminary Report Ref. OIG 25-020-M — Response of Brian Farrell and iPhone and iPad Warehouse LLC d/b/a Phone and Pad Warehouse

Dear Inspector General Breece:

This firm represents Brian Farrell and his company, iPhone and iPad Warehouse LLC d/b/a Phone and Pad Warehouse ("PPW"). We write on their behalf to respond to the above-referenced Preliminary Report, dated August 26, 2026 (the "Preliminary Report"), pursuant to Section 10.01 D.(2) of the Broward County Charter. Mr. Farrell received the Preliminary Report on August 26, 2026, and this response is submitted within the thirty-day period the Charter provides. We respectfully request that this letter be considered and appended to the final report in accordance with Section 10.01 D.(2).

At the outset, we wish to be clear about the limited purpose and scope of this response. The Preliminary Report states that the Office of the Inspector General (the "OIG") has referred this matter to the Broward County State Attorney's Office. Because a criminal referral is pending as to the same conduct the Preliminary Report describes, this letter is deliberately narrow. It does not undertake a factual rebuttal of the Report's account, and it neither confirms nor addresses the underlying facts or Mr. Farrell's state of mind. Instead, it identifies legal and procedural questions that bear on the soundness of the Report's conclusions, offers matters in mitigation relevant to any civil or administrative disposition, requests limited corrections, and preserves Mr. Farrell's rights. Nothing in this letter is, or should be construed as, an admission of any fact, finding, or characterization in the Preliminary Report.

I. The "Official Misconduct" Conclusion Under Section 838.022 Depends on an Unresolved Legal Question — Whether the Document Was an "Official Record" at the Relevant Time.

The Preliminary Report concludes that Mr. Farrell committed official misconduct under Section 838.022, Florida Statutes. See Preliminary Report at 34. That statute, however, does not reach the conduct the Report describes as a matter of law. Section 838.022(2)(b) provides that, for purposes of the statute, "[a]n official record or official document includes only public records." The document at issue is a commercial lease between two private parties. At the time it is said to have been altered, that lease was a private contract, not a public record; it could not have become a "public record" within the meaning of Section 838.022 unless and until it was submitted to the District. The statute criminalizes the falsification of an official — that is, public — record. It does not, by its terms, reach the creation or alteration of a private document that only later enters the public domain.

This is a question of statutory construction that must be resolved before the Report's central conclusion can stand. It is a legal issue, not a factual one, and it is appropriately raised now. We respectfully submit that the OIG's conclusion should not be carried into the final report as a settled determination of criminal misconduct when the threshold statutory element — the existence of an "official record" at the time of the conduct — is, at a minimum, unresolved.

II. Mr. Farrell's Status as a "Public Contractor" Under Section 838.022 Is a Contested Legal Question.

Section 838.022 reaches only a "public servant" or a "public contractor." The Preliminary Report acknowledges that Mr. Farrell is not a public servant. See Preliminary Report at 6, 25. To supply the status element, the Report treats Mr. Farrell as a "public contractor" on the theory that he held one or more unrelated District contracts at the relevant time. That theory presents a genuine legal question: whether a vendor's holding of a separate, unrelated contract converts a private proposer — competing at arm's length for a new and distinct award — into a "public contractor" for purposes of conduct in that separate competitive procurement. The definition in Section 838.014(6) is definitional and does not, on its face, resolve whether the status must connect to the conduct at issue. This too is a legal question that should be squarely confronted rather than assumed. As with Section I, it is a matter of law that does not require or invite any factual submission from Mr. Farrell.

III. The Section 817.569 Count Is Entirely Derivative, and the Section 837.06 Misdemeanor Appears Time-Barred.

Two further points warrant candid notation, again as matters of law.

First, the Section 817.569 count is wholly derivative of the Section 838.022 conclusion. Section 817.569(2) elevates the offense to a third-degree felony only where the false information

facilitates or furthers the commission of a felony, and the only predicate the Report identifies is the Section 838.022 official-misconduct conclusion. See Preliminary Report at 7, 34. If the Section 838.022 conclusion does not hold for the reasons stated in Sections I and II above, the Section 817.569 count cannot stand on its own.

Second, the Section 837.06 false-official-statement count is a second-degree misdemeanor. Under Section 775.15(2)(d), Florida Statutes, the limitations period for a second-degree misdemeanor is one year, and the time runs from commission of the offense. Measured from the conduct the Report identifies, that period appears to have expired. In the interest of candor, we note that Section 775.15(12)(a) permits a limited extension for an offense a material element of which is fraud — up to one year after discovery by an aggrieved party, and in no event more than three years beyond the otherwise applicable period. We raise the limitations posture not to invite a factual exchange, but because it bears on whether this count can properly be sustained.

IV. Matters in Mitigation Bearing on Any Civil or Administrative Disposition.

Without conceding any finding, and drawing only on the Preliminary Report's own record and the District's public record, we respectfully direct the OIG's attention to the following matters, each of which is independent of any statement by Mr. Farrell.

First, the quantified financial impact identified by the OIG is modest. The Preliminary Report calculates that, had the contract been awarded to the alternate proposer, the District would have paid $108,750 less over the five-year term. That figure — approximately $21,750 per year against a contract the OIG itself values at roughly $540,625 annually — is small in both absolute and relative terms.

Second, the District negotiated PPW's price downward. The Preliminary Report reflects that the estimated cost of the deployment services was approximately $604,525 annually, and that, following a negotiation, Procurement reduced PPW's price to approximately $540,625 annually. See Preliminary Report at 16. More pointedly, the Preliminary Report makes clear that the procurement vehicle utilized by the District to award the contract to PPW was a Request for Proposal, not an ITB. Thus, the District's discretionary award to PPW, and not the alternate proposer, had as much to do with PPW's overall experience and qualifications than simply price. The negotiated reduction is inconsistent with any suggestion that the District received less than the full benefit of its contract with PPW.

Third, the District's own post-award conduct bears directly on materiality and reliance. As the Preliminary Report recounts, District personnel conducted at least twelve (12) site visits to the PPW's warehouse space in Fort Lauderdale and Pompano Beach, the first occurring immediately after the award, and continued to entrust PPW with delivery of over 91,000 laptop and desktop computer devices, which were successfully deployed and integrated into the District's network

by PPW. Less than two months later, the District, through its Economic Development Opportunities and Compliance office, then found it entirely appropriate to "recognize and congratulate Phone & Pad Warehouse on being selected as a recipient of the **Top Certified Business Attendee Award** during our Brunch & Learn Business and Community Recognition Program…"[1] In essence, the District had the opportunity to observe PPW and its business operations, including the actual Fort Lauderdale and Pompano Beach warehouse premises, and nonetheless continued to perform. That course of dealing is relevant to whether the warehouse documentation was material to the award and to the District's asserted reliance.

Fourth, the Preliminary Report reflects a marked disparity in treatment. The Report describes senior District staff who steered procurement outcomes, advanced a pretextual justification for rejecting a solicitation, and made statements to the School Board that the Report finds were contradicted by contemporaneous emails — yet none of those individuals has been referred for prosecution. See Preliminary Report at 34–35. A single small, minority-owned vendor is the only person referred. We raise this contrast not to excuse any conduct, but because even-handed treatment is a legitimate consideration in the OIG's final characterization of this matter and in any exercise of prosecutorial or administrative discretion that may follow.

V. Requested Corrections.

Consistent with the limited scope described above, and mindful that a broader factual response would implicate the pending criminal referral, Mr. Farrell requests only the following correction at this time, which is drawn from the Report itself and carries no factual concession. The Preliminary Report's summary and conclusion describe the document as "forged," while the Report's own findings describe it as "altered." Compare Preliminary Report at 34 with Preliminary Report at 88. We respectfully request that the final report conform its terminology to its findings and use the term "altered" consistently. Mr. Farrell does not, by requesting this correction, concede the accuracy of either characterization, and he reserves the right to identify additional specific inaccuracies.

VI. Request for the Record of Mr. Farrell's Interview.

We respectfully request that the OIG provide a copy of the complete recording and any transcript of the OIG's interview of Mr. Farrell, together with any advice-of-rights form, waiver, or written statement associated with that interview. This record is directly relevant to Mr. Farrell's ability to evaluate and respond to the Preliminary Report, and we request that it be produced promptly.

VII. Reservation of Rights.

[1] See attached correspondence, dated May 21, 2026, from Michael Scott, Officer, Broward County Public Schools, Economic Development Opportunities & Compliance Department to Brian Farrell

Mr. Farrell expressly reserves all rights, defenses, and objections, whether legal, factual, procedural, or constitutional, and none is waived by this letter or by anything omitted from it. Because the OIG has referred this matter to the State Attorney's Office, Mr. Farrell asserts his rights under the Fifth Amendment to the United States Constitution and Article I, Section 9 of the Florida Constitution, and he declines to provide a factual response to the Preliminary Report's findings at this time. The narrow scope of this response, and the absence of any point-by-point factual rebuttal, are not, and shall not be deemed or offered as, an admission of any fact, finding, or characterization set forth in the Preliminary Report, nor a waiver of any right. We reserve the right to supplement or amend this response, including upon receipt of the interview record requested above.

We appreciate the OIG's consideration of this response and its inclusion in the final report. Please direct any communication regarding this matter to the undersigned.

Respectfully submitted,

SHUTTS & BOWEN LLP

By: */s/ Sidney C. Calloway*

Sidney C. Calloway, B.C.S
Counsel for Brian Farrell and
iPhone and iPad Warehouse LLC d/b/a Phone and Pad Warehouse

EXHIBIT A

Established 1915
BROWARD
County Public Schools

Economic Development Opportunities & Compliance Department
7720 W. Oakland Park Blvd.
Suite 319
Sunrise, Florida 33351
phone: 754-321-0770
browardschools.com/edoc

The School Board of Broward County, Florida

Sarah Leonardi, Chair
Dr. Jeff Holness, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Debra Hixon
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May, 21, 2026

Dear **Brian Farrell ,**

On behalf of the Broward County Public Schools Economic Development Opportunities & Compliance Department, we are proud to recognize and congratulate **Phone & Pad Warehouse** on being selected as a recipient of the **Top Certified Business Attendee Award** during our Brunch & Learn Business and Community Recognition Program.

This recognition is presented in honor of your continued commitment, leadership, and contributions to the small business and professional community. Your dedication to building meaningful connections, supporting business growth, fostering collaboration, and actively engaging within the Brunch & Learn network has made a positive and lasting impact on the business community we proudly serve.

Congratulations once again on this well-deserved recognition. We appreciate your partnership and look forward to your continued success and involvement within our business community.

Sincerely,

Michael Scott

Officer, Economic Development Opportunities & Compliance
Broward County Public Schools

APPENDIX C

RCVD - BROWARD OIG
2026 SEP 10 PM3:33

LAW OFFICES OF
DUTKO & KROLL, P.A.

MICHAEL E. DUTKO, SR.
CELL: (954) 205-3169

JEREMY J. KROLL
CELL: (954) 205-8122

633 SOUTH FEDERAL HIGHWAY, FL 6
FORT LAUDERDALE, FL 33301
TELEPHONE: (954) 595-3900
FAX: (954) 764-5040

September 8, 2026

Carol J. Breece
Inspector General
Broward Office of the Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324

Re: Response to Preliminary Report Re: Mismanagement and Vendor Misconduct in the School Board of Broward County's Procurement of Computing Devices and Deployment Services

Dear Ms. Breece:

I hope this letter finds you well. My name is Jeremy Kroll and I am an attorney in Fort Lauderdale. I am reaching out on behalf of a client of my office, Jennifer Andreu, who is a current employee of Broward County Schools. Recently, the Office of Inspector General (hereinafter "OIG") released a Preliminary Report *Re: Mismanagement and Vendor Misconduct in the School Board of Broward County's Procurement of Computing Devices and Deployment Services*.

The report references Ms. Andreu and reaches conclusions about conduct attributed to her. The letter accompanying this Preliminary Report also invites a Response to the Preliminary Report. Please accept this correspondence as Ms. Andreu's Response.

After reading the Preliminary Report, I possess genuine concern that the allegations and conclusions contained in the report are facially inaccurate and omit important information that provides crucial context to the issues addressed therein. Once more, I am writing to you out of concern that Ms. Andreu, who has acted

with integrity and honesty over a three-decade public service career, was never directly asked about subject matters contained in the Preliminary Report so that the conclusions reached, quite frankly, do not appear to be the result of a fair, thorough investigation. Finally, there are facial inaccuracies and ignored, objective facts that should cause an objective, thorough investigator to re-evaluate what the final content of the Report should reflect.

CLIENT BACKGROUND

Before addressing the issues in the Report itself, I would like you to have the benefit of knowing some of my client's background. Ms. Andreu holds a Bachelor of Science Degree in Elementary Education and Teaching and a Master's Degree in Educational Leadership and Administration. She has held a Certificate with the Florida Department of Education since 1994. She started her career as an elementary school teacher at South Hialeah Elementary and quickly became an Assistant Principal at Miami Lakes Elementary. She has held a number of roles from Principal at Flamingo Elementary to Administrative Director for Business & Personnel, Administrative Director for the Federal and State Compliance Office, and Assistant Superintendent of the Office of Economic Opportunity.

Her former position was Executive Director, Operations, Procurement & Warehousing Services, Business Support Center, Economic Development & Diversity Compliance for Broward County Schools. As of July 1, 2026, she serves as the Officer of Economic Development Opportunities & Compliance.

She is also a Council Member with the City of Plantation, a member of the Educational Support and Management of Broward County ("ESMAB"), the Broward Education Foundation ("BEF"), Florida Association of School Principals, Dade Association of School Administrators, National Association of Elementary School Principals, National Association for the Advancement of Colored People, and the United Way of Miami-Dade.

As a volunteer, Ms. Andreu serves on the Board of Trustees for HCA Florida and is involved with the Girl Scouts of Southeast Florida, Faith Center Ministries, and Broward County Public Schools.

I share this background to underscore that education and public service have been and continue to be embedded into my client's commitment to her community

for over 30 years. She possesses an exemplary career as documented from annual evaluations and numerous awards and commendations. I also share this information because it underscores that Jennifer Andreu has a longstanding reputation for integrity and honesty that is inconsistent with the implied findings and conclusions reached in the Preliminary Report.

THE PRELIMINARY REPORT

Candidly, Ms. Breece, the review of the Preliminary Report is disturbing. First, despite reaching conclusions about Ms. Andreu's conduct in the Report, when the opportunity to address these issues with Ms. Andreu was available during her interview, the investigator did not. The investigator did not directly address these subject matters in his questioning. Additionally, when the investigator contacted Ms. Andreu about the interview, the investigator wholly minimized the nature of the interview in setting it up. This entire approach results in reaching conclusions on subject matters that he neither asked her about nor put her on notice that he was investigating.

The five allegations contained in the Preliminary Report are neither well founded nor well taken with an objective assessment of the facts and evidence as it relates to Ms. Andreu. The purpose of this correspondence is to request the expansion of the Preliminary Report and the investigation to include additional factual information and inclusion of objective evidence before the Report is finalized. It is also to ask you, or someone you designate, to review the information provided in this Response and to compare it to the Preliminary Report to determine if that Report is so flawed that it should not be approved.

To be specific why we believe these requests are appropriate, Ms. Andreu was interviewed for over three hours on June 8, 2026. During that interview, the investigator *never* disclosed any of these allegations to Ms. Andreu. In fact, when the investigator, Mr. Ariel Rodriguez, contacted Ms. Andreu to set up the interview and Ms. Andreu asked about the nature of this meeting. Mr. Rodriguez merely stated, "We just want to ask you some general procurement questions."

The minimization regarding the subject matter of the investigation when communicating with Ms. Andreu and the failure to then address the actual allegations in the interview with Ms. Andreu- but to then include them in a Report- deprived Ms. Andreu of the ability to address the allegations in a substantive, fair

way. It also deprived your office, and therefore the residents of Broward County, from receiving information that, had those questions been asked, would have pointed the investigation in a much different direction.

This approach of working backwards from a conclusion, as you know doubt would agree based on your background, is fundamentally flawed. Not addressing these issues directly with Ms. Andreu not only defeated any ability to provide important factual information which would have demonstrated the conclusions in the Preliminary Report were outright wrong, but also leaves open the inference that the investigator did not interview Ms. Andreu about these issues because he was not interested in any information that did not fit with a preconceived narrative. That is not the nature of a fair and objective investigation.

To underscore the flaws in the investigation, the following information is a proffer of the information Ms. Andreu *would have* provided in response to the allegations had the subject matter of her interview been revealed and has she been permitted to address it (the abbreviations in the Report are incorporated into Ms. Andreu's proffer):

Allegation #1

There was an intent to favor HP Inc., d/b/a HP Computing and Printing Inc. ("HP") in the first invitation to bid ("ITB") 24-236.

There was never favoritism to any vendor including HP Computing and Printing. Ms. Andreu began working for the School Board of Broward County ***two days before ITB24-236 was released***. The decision to not renew the current bid and begin a new solicitation ***was made months before Ms. Andreu joined BCPS***.

If, in fact, the School Board of Broward County wanted to purchase HP computing devices they would be permitted to do so by conducting a direct negotiation with HP Inc., as permitted by section 6A-1.012(14), Florida Administrative Code:

(14) A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), FS, may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a

vendor or supplier, as best fits the needs of the school district as determined by the district school board.

The fact that an Invitation to Bid was released demonstrates that The School Board of Broward County wanted a competitive, open, and fair solicitation.

Additionally, Ms. Andreu never made negative comments regarding Lenovo and to date still utilizes a Lenovo laptop. The comments made by a former employee under oath are not true. Ms. Andreu has always been an advocate of open and fair competition throughout her entire career and is more than willing to submit to a polygraph examination to settle this issue.

More importantly, how the investigator in the Preliminary Report can attach responsibility to Ms. Andreu for allegation one when she was not even employed at BCBS during the relevant time frame, **when the decision to not renew the current bid and begin a new solicitation was made months before Ms. Andreu joined BCPS, and when she only started her job two days before the invitation to bid was released respectfully underscores the appearance that this investigation worked backwards from conclusion to facts!**

Once more, concluding Ms. Andreu made negative comments toward Lenovo based on the word of a single other person, without even asking Ms. Andreu about it, reinforces a less than thorough investigation when significant other evidence would have demonstrated the lack of veracity in that statement.

Allegation #2

Broward County Public Schools ("BCPS") BCPS's Information Systems Division ("IT") senior staff and the then-Executive Director, Operations ("J.A") wrongly rejected the bids for ITB24-236 after the first alternate awardee gave notice of an intent to protest the award.

Objective evidence shows (See Attached Exhibit A) (October 13, 2023 Email from Andreu Supervisor, Judith Marte to Andreu) that it was Ms. Andreu's supervisor who immediately incorporated her into a discussion with a Board Member regarding the bid and that once she reviewed the bid document, she realized there were errors.

For example, Section 3.1 had the incorrect years, the submission only allowed for 13 days and the Affirmative Procurement Initiative was not made by a Goal Setting Committee. **Again, please be aware Ms. Andreu was on Day 11 of her tenure with the district when this conversation took place**. As the Executive Director, Operations, Ms. Andreu was *required* to attend all School Board Meetings and present most single O and double letter OO agenda items under the direction of a Chief and the approval of the Superintendent.

To state that Ms. Andreu gave a false justification for the rejection of all bids is completely inaccurate and to suggest her attendance was evidence of some sort of agenda is silly because attendance at those meetings was part of her job description. These facts are even inconsistent with other portions of the Preliminary Report, which itself clearly states that the Chief Information Officer was the person who decided to reject all bids (See Attached Exhibit B) (November 16, 2023 Email from Chief Information Officer Joe Phillips to Andreu Deciding to Reject Bid).

Additionally, pursuant to section 6A-1.012(8) Florida Administrative Code:

(8) The district school board shall have the authority to reject any or all proposals submitted in response to any competitive solicitation and request new proposals or purchase the required commodities or contractual services in any other manner authorized by this section.

If the investigator had reviewed the Regular School Board Meeting of January 23, 2024 at approximately 5:22 mark, he would have heard the unanimous vote to approve the rejection of Item O-7 (ITB 24-236). At that time, no staff members, including Ms. Andreu, spoke. None of that evidence is contained or referenced in the Preliminary Report. Its existence undermines the conclusions and allegations in the Report that Ms. Andreu misled the School Board in any way.

Allegations #3, #4 and #5

Allegation #3

The bids for ITB24-236-1 were rejected because J.A. wanted iPhone and iPad Warehouse LLC, doing business as Phone and Pad Warehouse ("PPW"), to be a subcontractor for the company that was the lowest bidder, Figgers Communications, Inc. ("FCI"), but that FCI's Owner did not agree.

Allegation #4

Ms. Andreu attempted to get FCI to hire PPW as a subcontractor by telling the FCI's Owner that if he agreed to bring in PPW as a subcontractor , then he would win the bid.

Allegation #5

BCPS's Economic Development & Diversity Compliance Department ("EDDC") was pushing PPW to work as a subcontractor for FCI at J.A.'s direction. The information was that, when this was not successful, it caused the subsequent rejection of all bids.

Respectfully, Ms. Breece, the conclusions reached as to these three allegations may represent the most blatant and egregious examples of the failure to thoroughly investigate facts and evidence. **At least six times throughout the Preliminary Report, it is stated that Ms. Andreu worked with Mr. Farrell in Miami-Dade and Palm Beach.**

Ms. Andreu worked for Miami-Dade County Public Schools for 27 years ***and has never worked in Palm Beach***. Mr. Farrell, to Ms. Andreu's knowledge and belief, has never worked for Miami-Dade County Public Schools. Therefore, they have never "**worked together**". The Report appears to imply some sort of preexisting, insidious relationship between Ms. Andreu and Mr. Farrell where none exists. Of course, that information could have learned and would have become apparent if Ms. Andreu had actually been asked about it in her interview and if a thorough, open-minded interview had been conducted.

Once more, according to the Preliminary Report, Mr. Farrell has been a vendor within the tri-county area since 2013. Mr. Farrell had been awarded contracts with The School Board of Broward County ***well before Jennifer Andreu began working there in October, 2023*** (See Attached Exhibit C) (Ex: January 2023 Contract Award to Farrell's iPhone and iPad Warehouse Company). Respectfully, omitting that fact, especially in combination with the inaccurate information that Ms. Andreu and Mr. Farrell worked together in Palm Beach and Dade County previously and that he frequently visited her office, appears designed to create an inference that Ms. Andreu was in some way favoring Mr. Farrell when

the truth is, they had no relationship at all and he had been a vendor for 10 years with Broward County before she ever came to the district.

This entire aspect of the Report creates the appearance of bias and unfairness in the investigation. The Preliminary Report implies they worked together previously when they did not and that therefore Ms. Andreu steered work for him when BCBS did business with him before Ms. Andreu ever got to the District when he had already been a District vendor for a decade.

What makes this approach more egregious is that, had the investigator been thorough and sought information with an open mind, he would have actually learned that **Ms. Andreu had been critical of Mr. Farrell** and other associations he had while a District Vendor. Mr. Farrell was also on the Small Business Advisory (SBA) Committee prior to Ms. Andreu coming to the district. If the investigation had been thorough, the investigator would have learned that, upon joining the Broward School District, **Ms. Andreu actually challenged whether a Vendor like Farrell should be able to be on the SBA because such practice was not allowed in M-DCPS.** Ms. Andreu was given meeting minutes as proof that vendors were allowed to serve on the SBA committee, so that over her concerns, that previously existing dynamic continued. It seems dubious to conclude Ms. Andreu had some improper relationship with Farrell when she tried to disqualify Farrell based upon this conflict.

Yet, as to this issue, the Preliminary Report only contains the most recent legal opinion in which general counsel determined that a vendor sitting on the SBA board constitutes a conflict of interest. (See Attached Exhibit D) (Minutes of June 23, 2022 SBA Committee). The inclusion of that opinion, along with the flawed facts implying an improper relationship, appears designed to create an inference that Ms. Andreu was buddies with Farrell, steered things to him and did so even though he sat on the SBA Committee, which was a conflict of interest. In light of the real facts that they *never previously worked together*, bids were awarded to him *before Ms. Andreu even worked at the District* and that *she actually raised the SBA Committee conflict issue* only to be overruled, the Preliminary Report is fundamentally inaccurate and should not be approved.

Additionally, Ms. Andreu has never met Mr. Figgers and, per the Preliminary Report, spoke to him *once* on the telephone at his request. After not recalling a conversation from two years ago during the interview, Ms. Andreu went

back to her emails and on June 8, 2026 forwarded a complete email chain which provided complete (and innocent) context to her contact with Mr. Figgers. **It is disconcerting that none of those exhibits were included in the Preliminary Report** (See Attached Exhibit E) (June 9, 2026 Email from Andreu to Rodriguez with email attachments). Again, it appears facts that were inconvenient to the conclusions reached in the Preliminary Report have been intentionally omitted. That is very troubling.

If the OIG would like to reach an intellectually honest conclusion regarding this investigation, it would be important to note that there is evidence that Mr. Figgers had been trying to contact someone in the Procurement Department at a time when the Purchasing Agent was absent on June 27, 2024 . Mr. Figgers made several calls in an attempt to reach someone in that Department. As a result of Mr. Figgers' attempts to reach someone there, ***Ms. Andreu's supervisor contacted her and asked her*** to call Mr. Figgers, which is how she had contact with him.

Additionally, a through investigation would have revealed Ms. Andreu had no idea that FCI was the lowest bidder because ***she never saw pricing until Mr. Rodriguez shared it with her on June 8, 2026***. The timeline of the Preliminary Report on this issue is wholly illogical. The conclusion in the Preliminary Report is that Mr. Figgers contacted Ms. Coker, who no longer worked for The School Board of Broward County, to discuss this bid under the auspices of needing an attorney for his Bid Protest when he had already hired Joseph Goldstein of Shutts & Bowen and filed the protest on June 17, 2024 (See Attached Exhibit F) (June 17, 2024 Letter from Attorney Goldstein to BCPS Procurement Director). By his account, that phone call would have needed to take place *after* June 27, 2024 since that was the only time he had ever spoken to Ms. Andreu. The objective evidence does not fit this narrative.

In the investigator's interview with the Purchasing Agent, she stated that "she took over ITB24-236-1 after the former Purchasing Agent IV left BCPS employment. When she reviewed this solicitation, **she recommended its rejection** and that a new solicitation replace it." She found some inconsistencies and important information missing from the solicitation. "**She informed J.A.** that she would **not like to proceed with this ITB** because there could be problems". Furthermore, she stated "The decision to split the ITB into two separate RFPs was determined in a discussion between herself, JA, the TSS Director, and the TSS Assistant Director."

***This is the exact information that was relayed to The School Board of Broward County at the July 23, 2024 meeting* at 4:08 (Item O-1)!** Additionally, in the investigative interview with the Former Purchasing Agent IV, he stated that "Before ITB24-236-1 was released, J.P. was already pushing for an RFP". Even with this clear and convincing evidence, the investigator determined that Ms. Andreu directed the third solicitation through the RFP solicitation method, which allowed Mr. Farrell a better opportunity to win the award. That conclusion is highly subjective, inaccurate and ignores objective evidence that contradicts it.

During the School Board Meeting of July 23, 2024, Ms. Andreu explained that there were errors and missteps made and forms were missing from ITB24-236-1. ***She told the School Board that she wanted to reject the item to have a better RFP.*** There was no bid tampering and she further explained that it was her understanding that the Purchasing Agent was the only person that saw the bids. Ms. Andreu made it clear that "this was the final step in a flawed process". These direct quotes are not in the Preliminary Report.

At that meeting, Ms. Andreu also told the School Board that she did not want this decision to have a negative impact on students and student achievement. The aim was to increase the pool of vendors and they did not want to penalize the 14 vendors that submitted bids but there should not have been 9 addendums. Those statements are not attributed to Ms. Andreu in the Preliminary Report.

By the way, the rejection passed on a 6/3 vote as follows:

Mr. Alston – No
Ms. Fam – No
Mr. Foganholi – No
Ms. Rupert – Yes
Ms. Hixon – Yes
Dr. Holness – Yes
Ms. Leonardi – Yes
Ms. Alhadeff – Yes
Dr. Zeman – Yes

How this objective evidence would cause a reasonable, objective investigator to conclude Ms. Andreu misled the Broward County School Board is unfathomable. Respectfully, the Preliminary Report ignores objective, unavoidable

facts, omits favorable evidence to Ms. Andreu and, because questions were not addressed to her on these allegations, fails to contain a fair and balanced recitation of the facts.

OUR REQUEST TO PROMOTE AN OBJECTIVE AND FAIR FINAL REPORT

In the spirit of fairness, accuracy and in achieving an intellectually honest Final Report, we are requesting the following before the Report is finalized:

- That the OIG interview each member of the RFP evaluation committee and ascertain if anyone influenced their scoring to determine if anyone was steering business to a particular vendor.
- All telephone and text messages between Ms. Coker and Mr. Figgers.
- The date these allegations were made to the Office of the Inspector General.
- Clarification of the timeline of when Mr. Figgers spoke to Ms. Coker.

Finally, we are also asking you to review this correspondence and, where facts and evidence that are clearly relevant and appropriate to the Report are reviewed and found to be accurate, that they are incorporated into the Report. Candidly, as it should, the conclusions of that report will likely need to be modified once the objective and truthful evidence is included.

CONCLUSION

We respect and understand the OIG's mission to provide the residents of Broward County with independent, objective oversight of local government operations and encourage your organization to do so in this instance. But it is not in the interest of the residents of Broward County for an investigation to conclude based upon a less than thorough and inaccurate report.

Ms. Andreu never misled the School Board of Broward County and always presented facts honestly and candidly. She has never favored one vendor over another. Ms. Andreu never attempted to influence this bid or any other bid. The

objective facts and evidence as presented in this correspondence prove that.

Respectfully, by failing to thoroughly interview Ms. Andreu, jumping to conclusions based only on inference, and omitting clear and convincing objective evidence, the Preliminary Report presents a gross misrepresentation of what it purports to investigate and that should be corrected by the steps suggested herein.

Thank you for your consideration of our request and this correspondence.

Kind regards,

Jeremy Kroll
Attorney For Jennifer Andreu

EXHIBIT A

From: "Josiah J. Phillips" <josiah.phillips@browardschools.com>
Date: October 13, 2023 at 10:25:32 AM EDT
To: "Judith M. Marte" <judith.marte@browardschools.com>, "Jennifer D. Andreu" <jennifer.andreu@browardschools.com>
Subject: RE: Procurement and IT question...

Yes, this ITB is to replace the current ITB that covers Microsoft Windows devices. We also have an apple agreement to purchase Apple products and we are currently having conversations to put out another ITB for Chromebooks from the same OEMs.

Thanks,

Dr. Joe Phillips
Chief Information Officer
Broward County Public Schools
Information Technology
600 SE 3rd Avenue
Fort Lauderdale, FL 33301
Phone: 754-321-2607

"Leadership is not a person or a position. It is a relationship based on trust, obligation, responsibility, commitment, and a shared vision".

From: Judith M. Marte <judith.marte@browardschools.com>
Sent: Friday, October 13, 2023 10:23 AM
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>; Josiah J. Phillips <josiah.phillips@browardschools.com>
Subject: FW: Procurement and IT question...

Looping you in Jennifer. Dr. Phillips, do you have a response?

From: Torey Alston <torey.alston@browardschools.com>
Sent: Friday, October 13, 2023 10:17 AM

To: Judith M. Marte <judith.marte@browardschools.com>; Josiah J. Phillips <josiah.phillips@browardschools.com>
Cc: PBL <PBL@browardschools.com>; Lisa G. Bailey <lisa.g.bailey@browardschools.com>
Subject: Procurement and IT question...

Good morning, and I hope all is well on your end. It appears there is a formal solicitation currently active for laptops, desktops, and hybrid devices that are based on Microsoft windows. Does the current active solicitation essentially amount to a sole source? Are other platforms being considered or has there been a strategic policy decision made? Someone can give me a call on this, so I understand.

Not urgent.

Torey Alston, District 2
School Board Member

EXHIBIT B

From: "Josiah J. Phillips" <josiah.phillips@browardschools.com>
Date: November 16, 2023 at 1:37:22 PM EST
To: "Jennifer D. Andreu" <jennifer.andreu@browardschools.com>
Subject: Re: Follow Up

Hi Jennifer,

Yes I am. I would also like to rework the scope of ITB to include Chromebooks before we out it back out.

Thanks,

Dr. Joe Phillips
Chief Information Officer
Broward County Public Schools
Information Technology
600 SE 3rd Avenue
Fort Lauderdale, FL 33301
Phone: 754-321-2607

"Leadership is not a person or a position. It is a relationship based on trust, obligation, responsibility, commitment, and a shared vision".

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Thursday, November 16, 2023 1:26:31 PM
To: Josiah J. Phillips <josiah.phillips@browardschools.com>
Subject: Follow Up

Dr. Phillips,

Are you in agreement with telling the vendor from yesterday that we will reject all bids? This is in reference to the call you were on with Lonovo.

Thank you,
Jennifer D. Andreu
Executive Director, Operations

EXHIBIT C

PROCUREMENT & LOGISTIC OPERATIONS

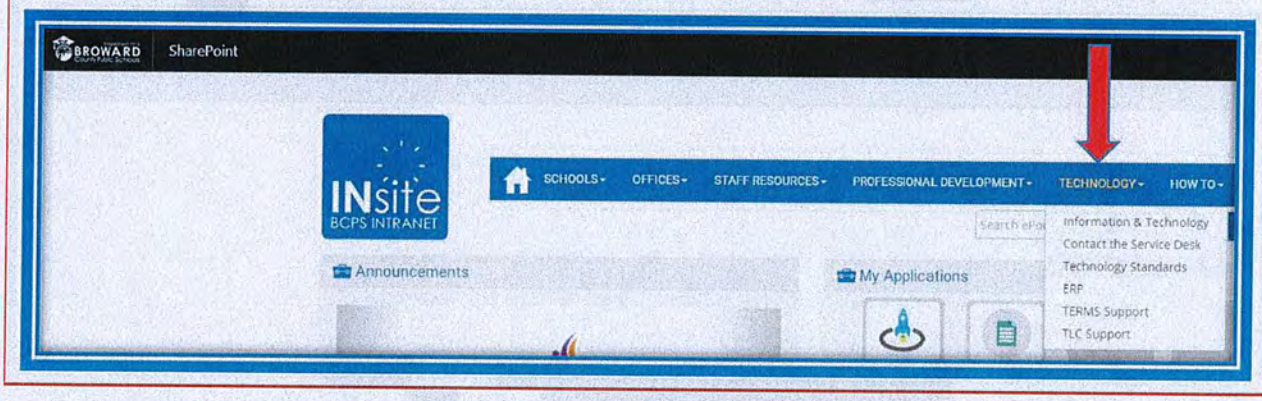
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FL 33351 • PH: 754-321-0505 EMAIL:
PurchasingHelpDesk@BrowardSchools.com www.browardschools.com/procurement

CONTRACT AWARD DETAILS (CAD)

Contract Number:	FY23-016 *(Previous Contract Number: FY20-016)*
Contract Title:	Audio Visual Equipment Installation, Products & Computer Peripherals
Bid Type:	Invitation to Bid (ITB)
Commodity:	Technology (TEC)
Material Group:	**880** AV Equipment/Supplies or **207** Computer Supplies
Contract Value:	$35,632,000
Contract Start:	January 1, 2023
Contract Expiration:	December 31, 2026
Renewal Options:	One 1-Year Period

IMPORTANT NOTES FOR END-USERS:

- To easily locate items via search, use the keyboard shortcut: **CTRL + F**
- Engage IT for any item that is not included on the standards site or via SAP Material numbers. Submit a remedy ticket (call 754-321-0411) or contact Kathy Preston kpreston@browardschools.com.
- When entering Material Number requisitions into SAP, make sure source determination is clicked or set and type in the material number and quantity and hit "**enter**" for each line. Without this step, the bid information will not populate and you will need to re-do your requisition.
- Go to BCPS Intranet (INsite) for the pre-approved AV standards and material number information (see screenshot below). Remember: A quote is not needed for items that have SAP Material Numbers.



Broward County School Board Point of Contact Information:

Procurement Department	
For contract, pricing, fulfillment, quality concerns or questions email:	For purchase order processing, requisition, purchase order status questions or concerns email:
Susanne Dale, Purchasing Agent II susanne.dale@browardschools.com (754) 321-0532	Stacey Sciarrillo, Purchasing Agent Specialist stacey.sciarrillo@browardschools.com (754) 321-0525

Information Technology (IT) Division	
Dr. Joe Phillips Chief Information Officer Josiah.phillips@browardschools.com (754) 321-2607	Max Rosario Director, Classroom Technology & Desktop Support mrosario@browardschools.com (754) 321-0356

This document is not designed to provide a detailed overview of individual contracts or considered an in depth comprehensive set of instructions. Refer to the Bid Solicitation/ Invitation to Bid for contractual terms and conditions. Additional supporting documentation will be supplied upon request.

This CAD was revised last on: 4/2/2026

Background:
This bid is used for the purchase of audiovisual, computer peripherals and technology items. This bid can be used to purchase products alone or with installation services when needed. Please note: Any installation work may be considered construction and can then only be performed by pre-qualified vendors.

Group One: Service/Installation (Construction Pre-qual required)
A vendor that is approved in this group involves any work which involves drilling into SBBC's walls, hammering nails or other weight-bearing objects into walls etc., to be "Installation" and are considered an SBBC Pre-Qualified Contractor. All work shall be scheduled with the school, center, or department, and the Awardee shall provide all necessary tools and/or equipment needed for a complete and functional installation. All installation work done by vendors in this group are SBBC Pre-Qualified Contractors pursuant to the Florida State Requirement for Educational Facilities (SREF) and SBBC policy 7003.1.

Awarded Vendor(s)	Vendor #	Status	Pre-Qualified	Service/Installation
iPhone and iPad Warehouse, LLC D/B/A Phone and Pad Warehouse Contact: Brian Farrell 786-916-3785 Email: brian@ppwstores.com	127413	Primary	✓	✓

Group Two: Service
Any vendor awarded in Group 2 may not perform Installation but may provide service or assembly of parts. All work shall be scheduled with the school, center, or department, and the Awardee shall provide all necessary tools and equipment for a complete and functional service.

Awarded Vendor(s)	Vendor #	Status	Pre-Qualified	Service/Installation
iPhone and iPad Warehouse, LLC D/B/A Phone and Pad Warehouse Contact: Brian Farrell 786-916-3785 Email: brian@ppwstores.com	127413	Primary	✓	✓
United Data Technologies, Inc. D/B/A UDT Contact: Richard T. Sardinas 305-301-7976 Email: rsardinas@udtonline.com	120451	1st Alternate	✓	✓

Group Three: Minimum Discount OFF of MSRP Price:
Audio Visual equipment in this group consists of a percentage discount on manufacturer's suggested retail price that are authorized to provide to SBBC.

Awarded Vendors:

Awarded Vendor(s)	Vendor #	Total Discount %
United Data Technologies, Inc. D/B/A UDT Contact: Richard T. Sardinas 305-301-7976 Email: rsardinas@udtonline.com	120451	36%
Audio Enhancement, Inc. Contact: Spencer Anderson 800-383-9362 Email: spencer.anderson@audioenhancement.com	113460	35%
E-Logic, Inc. Contact: Carolina Ramos 202-499-7837 Email: cramos@e-logic.us	144531	9%
AVI-SPL, LLC. Contact: Samantha Somers 813-940-8522 Email: Samantha.somers@avispl.com	108397	5%
MDT Technologies Contact: Marcos De La Torres 305-907-1337 Email: sales@mdttechnologiesfl.com	138609	5%
Solotech Sales & Integration (Formerly Pro Sound) Contact: Jon Evans 305-891-1000 ext. 4235 Email: jon.evans@solotech.com	120464	5%
Camcor, Inc. Contact: Grant Hamilton (800) 868-2462 ext 357 Email: ghamilton@camcor.com	102549	3%
Smiley's Audio Visual, Inc. Contact: Cathy Smiley 863-667-1998 ext. 221 Email: cathy@smileysaudiovisual.com	101895	2%
AVI Systems, Inc. dba FORTE Contact: Sarah Wilson 904-544-9288 Email: sarah.wilson@ourforte.com	149797	6%
Bluum USA, Inc. (Troxell Communications) Contact: Yandy Viera 786-972-7975 Email: yandy.viera@bluum.com	108252	1%

Group Four (4): Products (Technology Standards)

Any vendor in this Group will provided seven-digit number to products that are considered part of the SBBC Technology Standards. When Material Numbers are assigned for products, the Primary Awardee's pricing will be used, and all orders will be directed to the Primary Awardee. SBBC departments and schools do not request quotes when a Material Number is used;

instead, a PO is issued directly to the vendor.

SAP Material Information:

Vendor	Product Description	Material #	Unit Price
Blum USA/Troxell	LG50 UHD COM LITE LED BACKLIT	6009600	$547.77
Blum USA/Troxell	LG43 UHD COM LITE LED BACKLIT	6009601	$658.00
Blum USA/Troxell	LG55 UHD COM LITE LED BACKLIT	6009602	$641.11
Blum USA/Troxell	LG65 UHD COM LITE LED BACKLIT	6009603	$794.44
Blum USA/Troxell	LG75 UHD COM LITE LED BACKLIT	6009604	$1028.88
Blum USA/Troxell	LG86 UHD COM LITE LED BACKLIT LCD TV	6009605	$1441.11
CDW-G	Promethean ActivePanel 86" Includes: 86-inch ActivPanel 9 TFT 4K LCD Interactive Display; and 5-year Onsite Extended Warranty; and Panel Management; and Training - MFG# AP9-A86-NA-1APM5YROSSEDU4YR-24999-RDXPROFDEV	6008745	$3625.00
CDW-G	Promethean ActivPanel 10 Premium 65" LED-backlit LCD display - QLED - 4K Mfg. Part#: AP10-B65-NA-1-OPS4-NP	6009410	$2218.00
CDW-G	Promethean ActivPanel 10 Premium 75" LED-backlit LCD display - QLED - 4K Mfg. Part#: AP10-B75-NA-1-OPS4-NP	6009411	$2785.00
CDW-G	Promethean ActivPanel 10 Premium 86" LED-backlit LCD display - QLED - 4K Mfg. Part#: AP10-B86-NA-1-OPS4-NP	6009412	$3825.00
CDW-G	PROMETHEAN AP FIXED HEIGHT SYS MOB 1 - 822986 Mfg. Part#: AP-FSM-WH – *FOR USE WITH V10 PANELS ONLY*	6009413	$375.00
CDW-G	Lexmark MX432adwe Monochrome Laser Printer - MFG# 29S8100	6008698	$531.16
CDW-G	Lexmark MX532adwe Monochrome Laser Printer - MFG# 38S0820	6008791	$966.53
CDW-G	Lexmark Monochrome Laser MX632adwe Printer - MFG #: 38S0900	6008792	$1576.06
CDW-G	Lexmark Monochrome MFP 55ppm MX822ade - MFG# 25B2000	6008701	$3685.21
CDW-G	Lexmark Monochrome MFP 70ppm MX722adhe - MFG# 25B0001	6008702	$3482.03
CDW-G	Lexmark Monochrome MFP 70ppm MX826ade - MFG# 25B0610	6008703	$4952.63

CDW-G	Lexmark Color MFP 26ppm CX431adw - MFG# 40N9370 (ON HOLD)	6008704	$627.91
CDW-G	**Lexmark CX635adwe Color Laser Printer - MFG# 50M7080**	6008793	$1695.64
CDW-G	Lexmark Color MFP 55ppm CX825dte - MFG# 42K0041	6008706	$4894.58
CDW-G	Lexmark Color MFP 45ppm CX922de - MFG# 32C0201	6008707	$9069.11
CDW-G	Lexmark Monochrome Printer 42ppm MS431dn - MFG# 29S0050 (ON HOLD)	6008708	$337.66
CDW-G	**Lexmark MS531dw Monochrome Laser Printer - MFG# 38S0300**	6008794	$579.53
CDW-G	**Lexmark MS632dwe Monochrome Laser Printer - MFG# 38S0500**	6008795	$995.56
CDW-G	Lexmark Monochrome Printer 65ppm MS823dn - MFG# 50G0200	6008711	$1032.84
CDW-G	Lexmark Monochrome Printer 65ppm MX912dxe - MFG# 26Z0102	6008712	$17,787.87
CDW-G	Lexmark Color Printer 26ppm Printer CS431dw (ON HOLD)	6008713	$473.11
CDW-G	**Lexmark CS735de Color Laser Printer - MFG# 47C9100**	6008796	$1401.91
CDW-G	Lexmark Color Printer 35ppm Printer CS921de	6008715	$2843.48
CDW-G	Lexmark Color 65ppm Printer CX924dxe	6008716	$13,108.87
E-Logic Inc.	Lexmark Black Standard Yield (2,500) Toner 801SX (for CX310, CX410, CX510) - MFG# 80C1SK0	6008660	$80.98
E-Logic Inc.	Lexmark Magenta Standard Yield (2,000) Toner 801SM (for CX310, CX410, CX510) - MFG# 80C1SM0	6008661	$116.47

E-Logic Inc.	Lexmark Yellow Standard Yield (2,000) Toner 801SY (for CX310, CX410, CX510) - MFG# 80C1SY0	6008662	$116.47
E-Logic Inc.	Lexmark Cyan Standard Yield (2,000) Toner 801SC (for CX310, CX410, CX510) - MFG# 80C1SC0	6008663	$116.47
E-Logic Inc.	Lexmark Black Extra High Yield (10,000) Toner 501X (for MS410, MS415, MS510, MS610) - MFG# 50F1X0E	6008664	$283.91
E-Logic Inc.	Lexmark Black High Yield (10,000) Toner 601H (for MX310, MX410, MX510, MX511, MX610, MX611) - 60F1H0E	6008666	$283.91
E-Logic Inc.	Lexmark Black Extra High Yield (20,000) Toner (for MS/MX431) - MFG# 55B1X00	6008668	$407.67
E-Logic Inc.	Lexmark Black Ultra High Yield (25,000) Toner (for MS/MX521, MS/MX622, MX522, MS621) - MFG# 56F1U00	6008669	$430.42
E-Logic Inc.	Lexmark Black Extra High Yield (35,000) Toner (for MS823, MS825, MX822, MS/MX725, MS/MX826) - MFG# 58D1X00	6008670	$445.89
E-Logic Inc.	Lexmark Black Ultra High Yield (55,000) Toner (for MS823, MS825, MX822, MS/MX725, MS/MX826) - MFG# 58D1U00	6008671	$576.93
E-Logic Inc.	Lexmark Black Imaging Unit Extra High Yield (60,000) - MFG# 50F0Z00	6008672	$56.41
E-Logic Inc.	Lexmark Black High Yield (4,000) Toner 701HK (for CS310, CS410, CS510) - MFG# 70C1HK0	6008673	$131.03
E-Logic Inc.	Lexmark Magenta High Yield (3,000) Toner 701HM (for CS310, CS410, CS510) - MFG# 70C1HM0	6008674	$174.71
E-Logic Inc.	Lexmark Yellow High Yield (3,000) Toner 701HY (for CS310, CS410, CS510) - MFG# 70C1HY0	6008675	$174.71
E-Logic Inc.	Lexmark Cyan High Yield (3,000) Toner 701HC (for CS310, CS410, CS510) - MFG# 70C1HC0	6008676	$174.71
E-Logic Inc.	Lexmark Black Extra High Yield (6,000) Toner (for CS/CX431) - MFG# 20N1XK0	6008677	$135.58
E-Logic Inc.	Lexmark Magenta Extra High Yield (6,700) Toner (for CS/CX431) - MFG# 20N1XM0	6008678	$272.99
E-Logic Inc.	Lexmark Yellow Extra High Yield (6,700) Toner (for CS/CX431) - MFG# 20N1XY0	6008679	$272.99
E-Logic Inc.	Lexmark Cyan Extra High Yield (6,700) Toner (for CS/CX431) - MFG# 20N1XC0	6008680	$272.99
E-Logic Inc.	Lexmark Black Extra High Yield (8,500) Toner (for CS/CX421, CS/CX522, CS/CX622, CX625) - MFG# 78C1XK0	6008681	$182.90

E-Logic Inc.	Lexmark Magenta Ultra High Yield (7,000) Toner (for CS521, CS/CX622, CX625) - MFG# 78C1UM0	6008682	$259.34
E-Logic Inc.	Lexmark Yellow Ultra High Yield (7,000) Toner (for CS521, CS/CX622, CX625) -MFG# 78C1UY0	6008683	$259.34
E-Logic Inc.	Lexmark Cyan Ultra High Yield (7,000) Toner (for CS521, CS/CX622, CX625) - MFG# 78C1UC0	6008684	$258.34
E-Logic Inc.	Lexmark Black Standard Yield (18,500) Toner (for CS/CX921, CS/CX923, CX922, CX924) - MFG# 76C00K0	6008685	$289.37
E-Logic Inc.	Lexmark Magenta Standard Yield (11,500) Toner (for CS/CX921, CS/CX923, CX922, CX924) - MFG# 76C00M0	6008686	$295.74
E-Logic Inc.	Lexmark Yellow Standard Yield (11,500) Toner (for CS/CX921, CS/CX923, CX922, CX924) - MFG# 76C00Y0	6008687	$295.74
E-Logic	Lexmark Cyan Standard Yield (11,500) Toner (for CS/CS921, CS/CX923, CX922, CX924) MFG#76C00C0	6008688	$295.74
Smiley's Audio Visual	Elmo TT-12G Document Camera	6008780	$554.51
Pro Sound Inc.	Poly Studio Video Bundle includes: Poly Studio Video Conferencing Device MFG#7200-85830-001; and Poly Advantage Extended Service (3-years) MFG#4877-85830-533	6008659	816.14

Contract Addendum and Contract Change Log:

The primary purpose of the log is to record/track each procurement action from the date of initial award (this includes amendments, modifications, addition/deletion of award items, contract modifications, contract renewals, vendor information changes, etc). This log eliminates the requirement to issue separate award sheet addendum. The following amendments/changes have been implemented subsequent to the award of this contract.

Event No.	Date Issued	Description	Purchasing Agent
1	12/13/2022	Board approved (RSBM item OO-17) with $22,846,000 spending authority	Ernesto Perez
2	7/30/2024	Board approved (SSBM item OO-13) additional spending authority of $12,786,000	Susanne Dale
3	10/20/2025	Superintendent's Bid Renewal for the Month of November – First Renewal	Susanne Dale

EXHIBIT D

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT
SMALL BUSINESS ADVISORY COMMITTEE (SBAC)
MEETING SUMMARY
Thursday, June 23, 2022

Meeting Summary

Carlton Crawl called the meeting to order at 4:15 p.m. and Lavinia Freeman conducted the Roll Call. Quorum was established. The agenda was approved, and the May 26, 2022 SBAC Meeting Summary was approved unanimously.

Election of 2022-2023 Officers

In advance of the meeting, staff assessed the interest level and availability of potential new officers. As such, staff recommended Carolyn Jones as Chair, and Shaheewa Jarrett Gelin as Vice Chair. The nominations for the recommended officers were made, accepted, and approved.

Election of New SBAC Member

Brian Ferrell, the at-large SBAC nominee, is an IT business owner. Robert informed the committee that serving on the committee does not prohibit members from doing business with the District. He further noted that SBAC does not discuss nor review procurements and solicitations, the primary way a conflict of interest could arise. SBAC unanimously approved Brian's nomination.

Special Presentations

Robert presented a *Certificate of Appreciation* to each member who served since the beginning of the fiscal year and thanked them for their service. Lavinia Freeman stated Board Members re-appointments/appointments for FY 22-23 will occur by June 30th, and upon completion, the mandatory Ethics Training will be accessible and is required to be completed prior to serving.

Board Member Communication

Jimmy Williams and Carlton Crawl reported they provide Board Members Hixon and Goode, respectively, with SBAC meeting materials and share information discussed, and they are both pleased with the work of the committee.

Will De Faria reported that he provided Board Member Foganholi a copy of comments regarding the draft revised *Document 00467: Supplier Diversity Outreach Program Guidelines,* and he is encouraging and supportive.

Draft Document 00467: Supplier Diversity Outreach Program Guidelines (Redlined)

Robert thanked Will for his written input on the draft document and reiterated how important it is to EDDC to receive the advice of the committee. In addition, it is helpful to receive ideas for consideration, regardless of if they are currently in the guidelines. As an example, Miami-Dade County Public Schools has a Sheltered Market Program, about which Carlton attested is working well in addition to their Open Market Program. Such initiative may be added to our toolkit.

Shaheewa added that Sheltered Market Programs are impactful, and she is working to expand the program to several counties for projects between $500k - $1M. She will review and provide feedback on the document juxtaposed with size standard requirements. EDDC will provide a link to the SBA Size Standards.

Robert shared that BCPS & MDCPS was scheduled to kick-off a series of joint Contractor Pre-qualification workshops for construction suppliers. Also, moving forward, our outreach team will join Dade Schools' to conduct their Friday virtual meetings jointly from July – September, and Palm Beach will join in the Fall to comprise a joint tri-county, virtual outreach event.

Shaheewa asked about reciprocal certification in the tri-county market. Currently, BCPS offers a Reciprocal Certification for MDCPS and Palm Beach Schools' certified firms. County as well as county governments in the tri-county. Robert shared that Reciprocal Certifications will be done in B2G starting July, piloted with MDCPS certified firms. This will significantly reduce the Certification process and we hope is they will reciprocate with us, and ultimately one collective database will be established. Ariba will continue to be used for new certifications.

South Florida Anchor Alliance

The South Florida Anchor Alliance (SFAA) consists of all government procurement organizations, in Broward and Dade, working together under a grant with the Health Alliance to simplify our procurements. It was announced in June that SFAA will use $2M grant to sponsor 10 agencies' supply-base and procurements in one place, using a data feed from each system into the common system, AVASTAR. BCPS & MDCPS are part of this 2-year pilot program. The Dade and Broward schools' B2G integration is a forerunner to the program, which has a go-live date by Dec. 2022. By the end of

two years, all of the public sector buying groups in South Florida will have a common platform of suppliers and solicitations. Economically, this collaboration should result in a significant increase in local business spend for all participating agencies.

Disparity Study Update
Dr. Reggie asked the status of the upcoming Disparity Study Update, and Robert provided the following timeline:

Date	Step	Status
May 2022	Advertised Request for Information (RFI)	Completed
June 2022	Responses to RFI Received	Completed
July 2022	Advertise Response for Proposals (RFP)	Upcoming
Aug. – Sept. 2022	Contract Award for Consulting Services	Upcoming
Sept. 2022 – Aug. 2023	Disparity Study Update	Upcoming

Participating in the RFI is not a requirement for bidding. The update is estimated to cost between $400k – $700k and will be split over two fiscal years. Dr. Reggie suggested the update will help with our efforts to be more inclusive and equitable by identifying, in the tri-county market, the percentage and size of firms competing in each industry. Robert the existing BCPS Emerging Business Enterprise Certification is currently awarded based on size (25% of SBA Size Standard). However, the program guidelines do not address how to treat this designation in solicitations.

School Board Reports
Carlton commended Lavinia Freeman on the School Board Reports and noted the positive feedback that follows from fellow District Advisory Committees. He suggested SBAC follow-through with pending actions from the June 1st meeting with the Superintendent. Robert clarified the June 1st meeting focused on the upcoming bond referendum, and SBAC received the overview first-hand when Angel Gomez participated in the May 26th meeting.

Open Discussion
There is no SBAC meeting in July. At the Aug. 25th meeting, we will discuss and approve the FY 22-23 goals & objectives.

Shaheewa expressed appreciation for EDDC's method of disseminating information on bid opportunities and encourages other Anchor Alliance members to do the same. The format allows her to share it in different mediums, including the Chamber's newsletter and social media platforms. Robert credited Board Member Alhadeff for EDDC making the shift as it was a direct response to feedback communicated by her appointee, Carolyn Jones. This example exemplifies the importance of SBAC members communicating with their Board Members regularly. Shaheewa also spoke to the value of EDDC's previous Focus Group events, where the community requested effective communication regarding procurement opportunities. Robert announced EDDC is planning to hold focus groups during the summer and will begin with a survey that will drive the direction of the listening sessions.

Shaheewa asked how does EDDC communicate the new, creative methods we are using to increase participation. Robert stated the *How to Do Business* outreach events will enlighten firms, and some communication will be done post-mortem, after contract award.

Will De Faria asked how to access EDDC data and metrics to prepare and share information in the community. This information, as well as SBAC materials, are accessible online at **EDDC By Numbers**. Robert welcomes feedback and questions. Send to the SBAC liaison, Lavinia Freeman, at **Lavinia.freeman@browardschools.com**. All members will receive the responses, and the questions could contribute to a *Frequently Asked Questions* document.

Future Meeting Dates

July – No Meeting	October 27, 2022
August 25, 2022	November 17, 2022
September 22, 2022	December 15, 2022

The meeting adjourned at 5:00pm.

Approval of Minutes: _____

SBAC Members Present

Carlton Crawl, Chair
Dr. Reggie Lewis, Vice Chair
Hebertny Perez
Will De Faria
Mark Cohen (for Dodie Keith-Lazowick)
Jimmy Witherspoon
Shaheewa Jarrett Gelin
Patricia Good, Vice Chair, District 2
Laurie Rich Levinson, Chair, District 6
Sarah Leonardi, District 3
Daniel Foganholi, District 5
Donna P. Korn, Countywide At-Large, Seat 8
Debra Hixon, Countywide At-Large, Seat 9
SBAC Appointee

Members Absent

Carolyn Jones
Lori K. Alhadeff, District 4

Vacancies

Ann Murray, District 1
Nora Rupert, District 7

Economic Development & Diversity Compliance Department Staff Present

Robert Ballou, Director
Lavinia Freeman, M/WBE Specialist (**Business Intelligence & Process Management Section**)
Winie Cummings, M/WBE Specialist (**Certification Section**)
Joseph Gay, M/WBE Inclusion Team (**SMART Bond Program**)
Vincent Jones, M/WBE Inclusion Team (**SMART Bond Program**)

EXHIBIT E

From: Rodriguez, Ariel <ARIERODRIGUEZ@broward.org>
Sent: Tuesday, 09 June 2026 17:21:48
To: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Subject: RE: Interview Follow Up

CAUTION: This email originated from an external source. Use caution when replying, clicking links, or opening attachments.

Hello Ms. Andreu,

Thank you for your email. This is to confirm that we have received it.

Respectfully,

Ariel Rodriguez

From: Jennifer D. Andreu <jennifer.andreu@browardschools.com>
Sent: Tuesday, June 9, 2026 4:52 PM
To: Rodriguez, Ariel <ARIERODRIGUEZ@broward.org>
Subject: Interview Follow Up

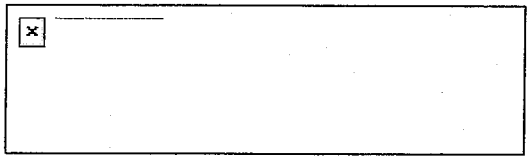
Dear Mr. Rodriguez,

Good afternoon. As a follow up to our meeting yesterday, I wanted to ensure that you have all the communications that you asked me about so that you fully understand the context. Please see the entire email chain that I have attached and let me know if you have any additional questions.

Thanks,
Jennifer D. Andreu
Executive Director, Procurement & Logistic Operations
7720 West Oakland Park Blvd – Suite 320
Sunrise, FL 33351
754.321.0774

From: "Jennifer D. Andreu" <jennifer.andreu@browardschools.com>
Date: June 27, 2024 at 12:05:20 PM EDT
To: "'registration@figgers.com'" <registration@figgers.com>, "Mauricio R. Stradiotti" <mauricio.stradiotti@browardschools.com>
Cc: Thais Souza <tsouza@browardschools.com>, "Denise R. Mills" <denise.mills@browardschools.com>, Marleen Padron <marleen.padron@browardschools.com>, "Judith M. Marte" <judith.marte@browardschools.com>
Subject: RE: Please contact- Trying to reach you

Mr. Figgers,
I attempted to call you back this morning and received a voice message. Please call me at 754-321-0774.
Thanks,
Jennifer D. Andreu
Executive Director, Operations
7720 West Oakland Park Blvd – Suite 320
Sunrise, FL 33351
754.321.0774



From: Thais Clemente Oliveira De
Sent: Thursday, June 27, 2024 8:53 AM
To: Denise R. Mills
Cc: registration@figgers.com; Jennifer D. Andreu
Subject: Re: Please contact- Trying to reach you
Hi Ms Mills,
I am on vacation and will contact him upon my return next week.
Thank you,
Thais Souza

On 26 Jun 2024, at 2:15 PM, Denise R. Mills <denise.mills@browardschools.com> wrote:

Hi Thais,
Freddie Figgers has been trying to contact you. He called our office and I agreed to email you. Please respond . His phone number is- 1- 850-545-2402
His email is - registration@figgers.com
Thanks,
Denise Mincey-Mills
Director
Economic Development
7720 W Oakland Park Blvd., Suite 319
Sunrise, FL 33351
754-321-0769
denise.mills@browardschools.com

EXHIBIT F

JOSEPH M. GOLDSTEIN
PARTNER, BOARD CERTIFIED IN BUSINESS LITIGATION
Shutts & Bowen LLP
201 East Las Olas Blvd.
Suite 2200
Fort Lauderdale, FL 33301
DIRECT (954) 847-3837
EMAIL JGoldstein@shutts.com

June 17, 2024

VIA HAND DELIVERY

Director, Procurement and Warehousing Services
Broward County Public Schools
7720 W Oakland Park Blvd, Ste 323
Sunrise FL 33351-6704

Re: Notice of Protest – ITB24-236-1 (Technology Computing Devices, Accessories, and Deployment Services) Award Recommendation

Dear Director:

On behalf of Figgers Communication Inc., we timely file this Notice of Protest as to the Award Recommendation of ITB24-236-1 ("ITB") posted on Thursday, June 13, 2024, at 4:00 PM.

Without limiting the issues in any potential formal protest, we file this Notice due to the School Board of Broward County's award recommendation to reject all proposals to the ITB.

To the extent that a bond or cashier's check is required to accompany the formal written protest, please provide the bond amount or the estimated contract amount for the ITB.

Sincerely,

Shutts & Bowen LLP

Joseph M. Goldstein

Joseph M. Goldstein

APPENDIX D

MATTHEW S. BRADFORD

September 21, 2026

Carol J. Breece
Inspector General
Broward Office of the Inspector General
1 N. University Drive, Suite 111
Plantation, FL 33324

Re: Rebuttal to Preliminary Report Ref. OIG 25-020-M

Please accept this letter as my formal rebuttal to the preliminary report dated August 26, 2026, referencing OIG 25-020-M. I respectfully dispute any characterization or inference that I knowingly or intentionally misled the School Board or knowingly provided inaccurate or misleading information regarding ITB24-236-1.

Over nearly 30 years in technology leadership, including more than eight years serving Broward County Public Schools, I have consistently acted with integrity, professionalism, transparency, and dedication to the best interests of students, staff, taxpayers, and the School Board. Any suggestion that I intentionally provided inaccurate or misleading information is inconsistent with my professional record and my conduct in this matter.

I have always respected the School Board's oversight role and sought to provide accurate information in support of informed governance. When responding to questions about vendor rankings and bid information, I answered in good faith based on my understanding and recollection at the time.

I acknowledge that Technology personnel received a price breakdown on May 6, 2024, and that I had seen that information. The email described the information as the "initial pricing breakdown for the responses of Device ITB if all respondents are accepted as submitted," reinforcing my understanding that it was preliminary and conditional rather than Procurement's final evaluation or official ranking. The email did not request that I personally review, approve, evaluate, or otherwise act upon its contents, nor was I responsible for the formal procurement evaluation, award recommendation, or decision to reject all bids. Given those circumstances and the approximately two-and-a-half-month interval between receipt of the email and the Board meeting, I did not recall it when responding to the Board's questions on July 23, 2024.

I understood the Board's questions to concern whether Technology had conducted an evaluation, received a final evaluation or official ranking from Procurement, or reviewed the responses for the purpose of deciding that all bids should be rejected. My response was not intended to convey that Technology had never received bid-related information. In retrospect, I could have explained this distinction more clearly. That lack of precision was neither intentional nor an attempt to deceive the Board. At no time did I knowingly withhold, conceal, or misrepresent information.

My role within the District is primarily focused on technology leadership rather than procurement administration. I was not assigned responsibility for administering the solicitation, conducting the formal procurement evaluation or scoring process, determining bidder responsiveness, establishing the official vendor ranking, adjudicating protests, making the award recommendation, or selecting the vendor. Those formal procurement functions were administered by Procurement & Warehousing Services and the personnel responsible for managing the procurement process.

Additionally, I had no pre-award communication with any bidder concerning ITB24-236-1 and did not participate in any effort to influence the solicitation, its outcome, or the School Board's consideration of the matter. Although the preliminary report references alleged vendor communications involving others, I was not involved in those communications.

I also had no financial interest in any vendor, personal relationship with any bidder, authority to determine the procurement outcome, or role in making the formal contract award. I did not benefit, nor would I have benefited, from the selection of any vendor. Accordingly, I had no personal, professional, or financial motive to provide inaccurate information to the School Board.

In closing, I respectfully maintain that I acted in good faith, fulfilled my responsibilities with integrity, and did not knowingly or intentionally mislead the School Board regarding ITB24-236-1. I respectfully request that the final report distinguish a response that could have been more precise from intentional deception and clarify that no improper motive, personal benefit, or involvement in alleged vendor communications is attributed to me. I further request that this rebuttal be included in the official record and appended to any final report containing findings or adverse characterizations concerning me.

Thank you for your consideration. Please advise if additional information is required.

Respectfully,



Matthew S. Bradford
Executive Director, Technology Operations
Broward County Schools

APPENDIX E

Response of Dr. Josiah Phillips to Preliminary Report OIG 25-020-M

Submitted September 24, 2026

I respectfully submit this response to clarify and correct the record concerning my role in ITB24-236, explain why I agreed with the course advanced through Procurement to reject and rebid the solicitation, and request revision of the Preliminary Report's conclusion that:

> "In the first solicitation, ITB24-236, we determined that the Former Chief Information Officer ('CIO') ('J.P.') allowed and J.A. presented a pretext to justify recommending the rejection of all bids."

That is the specific conclusion I ask the OIG to reconsider.

Importantly, the OIG found that no SBBC official or employee violated law or District policy. It did not establish a causal connection between the conduct examined and any personal benefit and therefore did not find misconduct. The OIG further found no apparent financial loss to BCPS or taxpayers and therefore did not find gross mismanagement.

I. Preliminary Note Regarding the Evidentiary Record

I left Broward County Public Schools in June 2024 and no longer have access to my former District email, messages, files, calendar, notes, or other contemporaneous records.

After receiving the Preliminary Report, I submitted three public records requests seeking records relevant to this matter so that I could verify the facts and correct the record where necessary. BCPS provided a substantive response to one request, producing the Granicus records cited in this response. The District has not substantively responded to another. For the third request, BCPS advised that production of the requested records would require payment of an estimated **$73,218.56**. (See Appendix F, Public Records Cost Estimate.)

Accordingly, except for the limited additional records obtained through that process, this response necessarily relies on the Preliminary Report, the OIG's exhibits, and the contemporaneous records made available to me through those sources.

II. Summary of Response

My response to the finding in the OIG's Preliminary Report regarding me rests on two principal points.

1. I Did Not Create or Submit the Board Item or Executive Summary, Was Not Part of Its Formal Approval Workflow, and Had No Authority to Accept or Reject Bids

The OIG's report appears to treat the alleged pretext as having been conveyed through the Background/History section of the Executive Summary submitted to the School Board as part of consent agenda item O-7 on January 23, 2024.

I did not create or submit that Board item or Executive Summary, and I was not part of the Granicus workflow through which the Board item was formally reviewed and approved. Although the Board item and Executive Summary identify me as a source/contact for additional information in my role as CIO, they do not identify me as the author, submitter, or formal approver of the Board item.

Granicus is the District's electronic agenda-management system used to route, review, approve, and publish School Board agenda items and supporting documents. The official Granicus workflow shows that the Board item passed through a "1st Approver" phase and then an "Item Reviewers" phase that included Former Procurement Director Mary Coker and Board Attorney Robert Vignola. The Detailed Item History later records that the Executive Summary "approved by Ms. Marte" (Deputy Superintendent, Finance & Operations) was uploaded to the item. I am not identified at any phase of the Granicus workflow as a reviewer or approver of the Board item. (See Appendix A, Granicus Workflow for Board Item O-7; Appendix B, Granicus Detailed Item History for Board Item O-7.)

My role as CIO was different. I represented the technology end-user function and could identify requirements, provide operational input, and express agreement or disagreement with a proposed procurement course. **That input informed the process, but it did not control the outcome. Procurement retained authority over the procurement and could proceed contrary to my preference. I did not possess authority to accept or reject bids.**

When J.A. asked me on November 16, 2023, whether I was "in agreement" with telling Lenovo that all bids would be rejected, I agreed with the course being presented. I did not originate, author, or exercise procurement approval authority over that action. I was asked whether I agreed, and I concurred.

My understanding was that Procurement had consulted Legal, including Board Attorney Robert Vignola, concerning the procurement issue and the appropriate course of action. The contemporaneous records confirm Legal's involvement in the matter.

Accordingly, even if the OIG ultimately concludes that someone else presented a pretext, the record does not establish that I created or approved the document through which the alleged pretext was conveyed, possessed authority to reject the bids, knew that a false rationale was being advanced, or knowingly permitted its use.

2. I Agreed With Rejection and Rebidding Because I Understood That the Solicitation Had Significant Process, Scope, Specification, Approval, and Evaluation Problems That Needed to Be Corrected

By the time I was asked whether I agreed with rejecting and rebidding ITB24-236, the procurement had experienced repeated departures from established review and approval processes, had gone to market without part of the District's broader intended device scope, and had developed additional material specification and evaluation problems through the vendor-question and bid-evaluation processes.

After Lenovo challenged HP's qualification, the TSS Director told the OIG that Lenovo "had a point," and the Former Procurement Director told the OIG that the TSS Director agreed during the call that IT staff had made a mistake in determining HP qualified.

On November 16, Procurement prepared and later posted a Revised Award Recommendation recommending rejection of the bids and rebidding with revised specifications.

I agreed with that corrective course. Because the solicitation was being restarted, I also asked that the replacement return to the broader device scope originally intended.

III. In-Depth Explanation

1. The Record Does Not Establish That I Knowingly Allowed a Pretext to Be Presented

The Preliminary Report does not merely state that I agreed with rejecting ITB24-236. I do not dispute that I did.

It states that I **"allowed"** J.A. to present a pretext.

That is a materially different proposition.

The evidence should therefore distinguish between what I indisputably did, what other participants now say they believed or intended, and what the record actually establishes about my knowledge and conduct.

1.1 My Role Was Concurrence, Not Procurement Authority

I was the CIO and represented the technology end-user function.

I could identify technology requirements, provide operational input, and express agreement or disagreement with a proposed procurement course. **That input informed the process, but it did not control the outcome. Procurement retained authority over the procurement and could proceed contrary to my preference. I did not possess authority to accept or reject bids.**

The November 16, 2023 email captures that distinction particularly clearly.

J.A. asked:

> “Are you in agreement with telling the vendor from yesterday that we will reject all bids?”

I responded:

> “Yes I am. I would also like to rework the scope of ITB to include Chromebooks before we [put] it back out.”

The contemporaneous exchange establishes that I concurred with rejection and rebidding.

It does not establish procurement authority, authorship of the Award Recommendation, approval of a rationale for presentation to the School Board, or knowledge that anyone intended to present a false rationale.

J.A.’s own OIG interview reinforces that distinction. The Preliminary Report records that, as of November 16, **“any approval of an award recommendation, including the rejection of all bids, would have been approved by the Former Procurement Director rather than herself.”**

J.A. also told the OIG that she had no independent recollection of why the bids were rejected and was relying on the Executive Summary.

The contemporaneous record therefore establishes something narrower than the finding attributed to me:

I was asked whether I agreed with rejection and rebidding, and I did.

1.2 I Was Not Part of the Board Item’s Formal Granicus Review and Approval Workflow

The OIG’s theory appears to treat the Executive Summary submitted with Board item O-7 as the vehicle through which the alleged pretext was conveyed to the School Board.

That makes the formal Board-item review process directly relevant.

Granicus is the District’s electronic agenda-management system used to route, review, approve, and publish School Board agenda items and supporting documents.

The Granicus history shows that an Executive Summary was part of the Board item during the formal review process.

The workflow also shows that the Board item passed through a “1st Approver” phase before reaching the “Item Reviewers” phase. That phase was completed on December 12, 2023, by Daryl Diamond, the IT Division’s PITAC Director, and Aston Rowe. I was not included in that phase. The item then proceeded to the “Item Reviewers” phase, where Former Procurement

Director Mary Coker approved the item at 9:51 a.m. and Board Attorney Robert Vignola later approved it at 12:18 p.m.

The Granicus history also shows that the Executive Summary moved through several document-control steps during the approval process. On December 7, the record states, “Per APG, staff to upload the final executive summary.” On December 12 at 10:44 a.m., the attachment identified as “Executive Summary - DRAFT” was removed and replaced with “5248 - Executive Summary_Technology Computing Devices.pdf.” Board Attorney Robert Vignola then approved the Board item as an “Item Reviewer” at 12:18 p.m. The Detailed Item History later records that the Executive Summary “approved by Ms. Marte” was uploaded on December 14. The history does not establish whether the December 14 version differed substantively from the version in the workflow when Vignola approved the item. (See Appendix B, Granicus Detailed Item History for Board Item O-7; Appendix C, Granicus Item Discussion for Board Item O-7.)

What the record does establish is that the Board item proceeded through formal review and approval stages that did not include me, while an Executive Summary was part of the item during that process. At no phase of the Granicus workflow was the Board item routed to me for review or approval.

The Board item and Executive Summary identify me as a source/contact for additional information, consistent with my role as CIO for the technology end-user department. (See Appendix D, Complete Board Item O-7.) That designation is distinct from authorship, submission, or formal review and approval of the Board item.

Board Attorney Robert Vignola’s involvement in the matter also predated the Board-item review. The November 15 meeting materials identify Vignola as a required attendee at the meeting convened to address Lenovo’s protest and the technical issue concerning HP’s compliance with the published specifications.

That chronology bears directly on what I knew at the time. By November 15, Legal had been brought into the underlying procurement issue, and my understanding was that Procurement had consulted Legal concerning the appropriate course of action. The Granicus history later shows that the Board item proceeded through formal Procurement and Legal review, including Board Attorney Robert Vignola’s approval after the December 12 Executive Summary replacement. The history separately records that an Executive Summary “approved by Ms. Marte” was uploaded on December 14. I was not part of that workflow. Nothing in my own involvement gave me reason to believe that the rationale ultimately presented to the Board was false, misleading, or pretextual.

1.3 The Record Does Not Establish That Avoiding Lenovo Was My Motive or That I Knew Anyone Else Was Advocating Rejection for That Reason

The Former Procurement Director later told the OIG that she believed the District should have awarded the next responsive and responsible bidder after HP was determined not to qualify.

She further characterized the rationale contained in the Executive Summary as a **"random excuse"** and stated that the true reason for rejection was that staff did not want to award Lenovo.

Her testimony is relevant and should be acknowledged.

I do not contend that no participant may have held that view. I was unaware at the time that anyone was advocating rejection in order to avoid an award to Lenovo, and that was not my reason for agreeing to reject and rebid ITB24-236.

The Preliminary Report describes that communication differently in two places.

In the OIG's principal narrative, the Preliminary Report states that the Former Procurement Director told **J.A.** that BCPS should award the next lowest-priced responsive and responsible bidder and attributes to J.A. the response:

> "No . . . Lenovo no no, Lenovo was no."

That passage does not state that the recommendation was communicated to me.

Elsewhere, in the Preliminary Report's summary of the Former Procurement Director's interview, the OIG states that she recalled a call with J.A. and me during which she advised "them" that the appropriate course was to award the next lowest bidder.

I dispute that account. The Former Procurement Director did not advise me that Lenovo should receive the award or that awarding Lenovo was Procurement's preferred course of action. I likewise dispute the Preliminary Report's statement that I knew Procurement's position was to award the next lowest bidder.

The Preliminary Report does not identify a contemporaneous email, Teams message, memorandum, meeting note, or other documentary record showing that she communicated such a recommendation to me.

Nor does the Preliminary Report identify a contemporaneous communication in which she warned me that the reason being developed for the School Board was false or pretextual.

The testimony of the other witnesses does not establish that avoiding Lenovo was my reason for agreeing to reject the procurement.

The TSS Director told the OIG that he believed ITB24-236 was rejected after someone, possibly Lenovo, discovered an issue with a specification. He acknowledged that Lenovo had a point, recalled Legal advising that the published addendum controlled, and stated that he did not know why Lenovo was not awarded.

J.A., as noted above, had no independent recollection of why the bids were rejected.

Former Purchasing Agent IV offered his own belief regarding parent and Board concerns about Lenovo and said he received information that I had recommended rejection. But his information concerning my role was relayed through others, and his testimony does not establish that I told him I wanted the bids rejected to prevent Lenovo from receiving the award.

The Preliminary Report also cites evidence of negative sentiment concerning Lenovo, including testimony about parent complaints and discussions regarding Board members' concerns about Lenovo devices.

I do not dispute that such concerns existed.

I also do not dispute that Lenovo's protest precipitated the discussions that ultimately resulted in rejection.

Neither fact establishes my motive or my knowledge that someone else may have wanted rejection in order to avoid Lenovo.

The question raised by the finding against me is narrower:

Was I aware that someone was using rejection to avoid awarding Lenovo, did I share that motive, and did I knowingly permit a false rationale to be presented instead?

The record does not establish that.

1.4 The TSS Director's Retrospective Account of the Executive Summary Does Not Establish That I Knew of a Pretext

The Preliminary Report attributes to the TSS Director a later statement that the Executive Summary's Background/History language was a collaborative effort by his team and that I gave him guidance for the language and approved it.

I dispute that characterization.

The formal Granicus record does not identify me as an "Item Reviewer" or approver of the Board item.

More importantly, even if the OIG credits the TSS Director's retrospective recollection that I provided guidance concerning language, that still does not establish the proposition attributed to me in the finding.

Providing input concerning procurement problems is not the same as knowing that the rationale being developed is false.

The evidence would still need to establish that I knew the rationale was false and knowingly permitted a pretext to be presented.

The TSS Director's testimony does not establish that.

The evidence on this point is therefore narrower than the finding itself.

The record establishes that I participated in discussions concerning a procurement problem, agreed that ITB24-236 should be rejected and rebid, and wanted the replacement solicitation to include Chromebooks.

It does not establish that I was aware someone wanted rejection in order to avoid Lenovo, shared such a motive, knew that a false rationale was being developed, or knowingly authorized or permitted its presentation to the School Board.

2. Clarifying the Record: Why I Agreed With Rejection and Rebidding

My agreement with rejecting and rebidding ITB24-236 arose from the condition of the procurement itself.

By November 2023, this was not a clean solicitation with a single disputed bid.

It was a procurement that had moved forward on a compressed timeline, had experienced repeated breakdowns in the established review and approval structure, had gone to market without part of the District's broader intended device scope, and had later developed a material specification and evaluation problem through the vendor-question process.

Those circumstances explain my concurrence.

2.1 July 2023: District Direction and the Procurement Process

The broader technology direction did not originate after Lenovo protested.

My recollection is that, after Superintendent Licata took office in July 2023, the broader direction was confirmed and Technology Support Services was expected to work with Procurement on expanding both the vendors able to compete and the types of devices available to the District.

The July correspondence also shows IT and Procurement staff beginning to determine how that procurement would proceed.

On July 24, Technology Support Services Director Maximo Rosario advised Purchasing Agent IV Ernesto Perez and Senior IT Project Manager Robert Sanders, with Kathy Brooks, Daryl Diamond, Cenira Infante, and Julio Gonzalez copied, that the District should be prepared either to renew the existing arrangement or pursue a new solicitation (OIG Exhibit 2).

The following day, Procurement confirmed that IT, as the end-user department, would determine whether to renew or pursue a new solicitation. Procurement identified circumstances **including additional vendors and changes in scope** among the reasons a **new solicitation** could be appropriate.

Procurement also instructed the team to use the **Procurement Intake Form** for a new bid, renewal, or other Procurement action.

Senior IT Project Manager Robert Sanders described the next step plainly:

> "Once we know which it will be, I can submit the PWS intake form and start the process."

The July correspondence therefore shows that the Intake Form process was already in place and was understood as the mechanism used to **begin the Procurement process**.

Yet the Intake Form was not routed to me in July.

Instead, substantive development of the solicitation continued before the approved Intake Form was obtained.

2.2 September 2023: The Established Review and Approval Structure Did Not Operate Cleanly

On September 19, the TSS Director and other IT staff met with Procurement and communicated that IT wanted to forgo renewal and proceed with a new ITB.

M.B., the TSS Director's Executive Director and supervisor, told the OIG that he was not part of that meeting, did not recall the attendees meeting with Procurement, and did not direct the group to proceed.

M.B. also described the normal substantive review structure. Specifications developed by the TSS Director and his team would be **routed to the Executive Director for review and then to the CIO for approval.**

That supervisory sequence did not operate cleanly here.

On September 27, after the draft ITB and Bid Summary had already been developed, the TSS Director sent the already-developed solicitation documents to me for "review and approval," while copying his Executive Director, and separately stated in the same communication that I also needed to approve the Intake Form:

> "Attached are the documents for the new Device ITB for your review and approval. Dr. Joe, we also need you to approval the intake form that PWS sent out."

The same email stated that, according to the timeline, the documents were supposed to be in Minority and Risk Management that day.

The record does not identify a separate Executive Director review of those documents before they were sent to me for approval.

That sequence matters.

The document the team had identified in July as necessary to start the Procurement process was being presented for approval only after substantive solicitation documents had already been developed. The Intake Form and the already-developed solicitation documents were therefore presented to my office together rather than through the step-by-step review sequence M.B. described.

The record then shows an additional routing step. The TSS Director separately forwarded the matter directly to my executive secretary with only the notation:

> "FYI."

Neither Executive Director M.B. nor I was addressed or copied on that separate communication.

The following evening, my executive secretary replied directly to the TSS Director:

> "The attached has been approved by Dr. Joe."

Again, neither M.B. nor I was addressed or copied on that response.

I do not dispute that the Procurement Sourcing Intake Form records my electronic approval on September 28, 2023. I also do not dispute that, in a separate email exchange, my executive secretary advised the TSS Director that "the attached has been approved by Dr. Joe."

Those records establish that approvals were communicated from my office. They do not establish what I personally reviewed before my secretary's communication, what my executive secretary and I discussed, or that I substantively reviewed and approved the draft ITB and Bid Summary. I do not now remember reviewing or approving those documents. My recollection is that the approval I provided was for the Procurement Sourcing Intake Form.

The distinction matters because the September 27 email addressed two different approval matters in the same communication. It transmitted the draft ITB and Bid Summary "for your review and approval" and separately stated that I also needed to approve the Intake Form. The Intake Form itself contains a distinct electronic approval record showing my approval on September 28. (See Appendix E, Procurement Sourcing Intake Form for ITB24-236.)

Accordingly, the documentary record establishes my approval of the Intake Form and establishes that my executive secretary later communicated an approval from my office concerning the materials in the email chain. It does not establish that I personally conducted a substantive review and approved the specifications contained in the draft ITB as the final solicitation package.

The Preliminary Report itself records that, when investigators showed me the September 27 email, I asked whether the OIG **actually had my approval of the specifications**. I explained

that my normal approval process occurred through my Teams approval queue, where my secretary would send items for my approval, after which she would apply my digital signature. The Preliminary Report records that I did not remember approving the specifications and that my recollection was that I had not approved them to go out.

The TSS Director later told the OIG that he verbally told me that I had approved the specifications, but that:

> "J.P. told the TSS Director he did not approve them."

He recalled responding:

> "then you tell us what you need us to do . . . what is the next step. What is it that you need us to do. If you didn't approve it, what is it that you need us to do."

His own account confirms that the disagreement over whether I had personally reviewed and approved the specifications existed while I was still CIO. It was not first created during the OIG investigation.

Six days after this compressed routing process, ITB24-236 was released.

2.3 October 2023: The Missing Chromebook Scope Was Already Under Discussion Before Lenovo Protested

The TSS Director's own interview confirms that the broader device direction was known.

The Preliminary Report records that he viewed Windows as the immediate priority and considered Chromebooks and Android tablets non-urgent, while also stating that **"J.P.'s vision included Chromebooks and Android tablets."**

The issue, therefore, was not that the broader device direction first appeared after Lenovo protested.

The broader direction existed, while the immediate operational priority being pursued was Windows.

The **October 13, 2023** email provides important contemporaneous evidence of that chronology.

A School Board member asked whether other platforms were being considered after observing that the active solicitation appeared to cover Windows devices.

I responded in part:

> "this ITB is to replace the current ITB that covers Microsoft Windows devices"

and:

> “we are currently having conversations to put out another ITB for Chromebooks from the same OEMs.”

The OIG relies on this email as evidence that I knew the active solicitation was Windows-only and that a separate Chromebook solicitation was being discussed.

That is correct.

But the timing matters.

By October 13, the Windows solicitation had already been released.

The email therefore documents that the District was already discussing **how to address the missing Chromebook scope** while that solicitation remained active.

A separate Chromebook solicitation was one possible corrective approach at that time.

It does not establish that a Windows-only solicitation had been the District’s original broader strategy.

Nor does it establish that concern about the missing device categories was invented after Lenovo protested.

The October 13 exchange occurred **before the October 30 Award Recommendation and before Lenovo’s protest**.

The missing Chromebook scope was therefore an existing issue under discussion before the vendor dispute that later became central to the OIG’s pretext analysis.

2.4 The Vendor-Question Process Produced a Genuine Specification and Evaluation Problem

The review-and-approval problem continued after the solicitation was released.

The TSS Director told the OIG that his **expectation** was that I **had access** to the ITB Questions and Answers through shared files.

He then stated:

> “IT staff confirmed with upper management that they can move forward with their responses. Once IT staff submitted the answers to the vendors’ questions, they did it **with the assumption** that they (management) agreed they could provide this information.”

Those two statements need to be read together.

The phrase “move forward with their responses” does not identify approval of the substantive content ultimately submitted.

The TSS Director’s next sentence addresses what occurred when the responses were actually submitted: staff proceeded based on an **“assumption”** that management agreed they could provide that information.

Access to a shared file is not substantive review.

An **expectation that management had access** is not approval of the substantive content.

And an **assumption of agreement** is not affirmative approval of the answer actually submitted.

That distinction became consequential with Question #42.

The District published the following response:

> “We accept soldered memory on items 1A and 1B. On all other devices, there must also be an expansion slot available to add additional memory after purchase.”

Whatever its relationship to the original specification, that published response established an explicit expansion-slot requirement for devices other than Items 1A and 1B.

The record does not identify documented substantive approval from me or the responsible Executive Director, M.B., of that response before it was submitted.

The problem then carried into bid evaluation.

The TSS Director and his team reviewed the technical portions of the bid responses and were responsible for assessing whether the proposed devices aligned with the District’s requirements.

Yet HP was treated as technically qualified even though its proposed Item 1I device did not satisfy the expansion-slot requirement contained in the published Question #42 response.

Lenovo challenged that determination.

According to the Former Procurement Director, the TSS Director agreed during the call that Lenovo was correct in its assessment of HP’s specifications and that IT staff had made a mistake in determining HP qualified. The TSS Director himself told the OIG that Lenovo “had a point” and was correct “in the nuance of the language.”

The TSS Director also recalled that Legal advised the District that the addendum became part of the ITB and that BCPS should abide by what it had published.

This was a genuine procurement problem.

A substantive vendor response had been submitted based on **assumed management agreement** rather than identified affirmative approval of its actual content. That response became part of the solicitation. HP was then evaluated as qualified despite its proposed device not satisfying the published requirement. When challenged, the TSS Director acknowledged that Lenovo had a point.

The sequence was therefore:

Broader device direction not fully reflected in the solicitation → solicitation developed before the approved Intake Form → Intake Form and substantive solicitation documents routed together without the established Executive Director review occurring in the normal sequence → ambiguity over the scope of the approval communicated from my office → substantive vendor response submitted based on assumed agreement → vendor evaluated incorrectly against the published requirement.

By November, those issues had converged into a procurement requiring correction.

Lenovo's protest exposed the specification and evaluation problem. It did not create the preceding scope, process, or approval issues.

2.5 November 16, 2023: Procurement Formally Advanced Rejection, Revision, and Rebidding

After Lenovo raised its objection, Procurement brought Legal into the matter. The November 15 meeting materials identify Board Attorney Robert Vignola as a required attendee at the meeting convened to address Lenovo's protest and the technical issue concerning HP's compliance.

On November 16, Procurement **prepared a Revised Award Recommendation recommending that the District reject all proposals and rebid the solicitation with revised specifications. The Revised Award Recommendation was scheduled to be posted at 5:00 p.m. that day.**

The Revised Award Recommendation expressly cited Florida Administrative Code 6A-1.012(12)(c), Purchasing Policy 3320, and the ITB's General Conditions as the authority for rejecting all proposals and rebidding with revised specifications.

Earlier that afternoon, J.A. asked whether I was **"in agreement"** with telling Lenovo that all bids would be rejected.

I responded:

> "Yes I am. I would also like to rework the scope of ITB to include Chromebooks before we [put] it back out."

That contemporaneous email is important for both what it says and what it does not say.

I did not tell J.A. to reject the procurement because I did not want Lenovo.

I was asked whether I agreed with rejection.

I agreed.

I then stated that I would **“also”** like the replacement solicitation to include Chromebooks.

The Preliminary Report records my recollection that the procurement did not have all the specifications required, that multiple concerns may have converged at that point, and that the specifications were narrower and more rigid than the direction I remembered giving.

By that point, the procurement had accumulated significant scope, process, approval, specification, and evaluation problems.

The formal course advanced through Procurement was rejection, revision of the specifications, and rebidding.

I agreed with that corrective course.

2.6 The Replacement Solicitation Is Consistent With Genuine Issues Requiring Correction

Subsequent events do not establish anyone’s subjective motive in November 2023.

They do, however, help establish whether the issues that were said to require correction were genuine.

When ITB24-236-1 was advertised on February 8, 2024, the District revised laptop specifications, added a group for Android tablets, and ultimately added a separate Chromebook group. The OIG also notes that laptop specifications changed, including RAM and operating-system requirements.

The District therefore did not merely state that the scope and specifications required revision.

It actually revised the scope and specifications and rebid the procurement.

The Executive Summary ultimately presented with Board item O-7 also did not identify only the omitted device categories. Its Background/History discussed both the omitted device categories and the vendor-question process, including the opportunity to clarify numerous questions, and its operative recommendation stated that the bid was being rejected so staff could revise the specifications and rebid. (See Appendix D, Complete Board Item O-7.)

Those subsequent actions do not independently establish motive.

They do demonstrate that substantive scope and specification changes were actually made.

The Preliminary Report also notes that RFP25-079, released on September 20, 2024, removed Chromebooks and Android tablets. By that time, Superintendent Licata had been succeeded, and I had left BCPS in June 2024. The replacement solicitation issued while I was CIO, ITB24-236-1, added both device categories.

2.7 My May 23, 2024 Email Documents the Same Concerns Contemporaneously

My May 23, 2024 email is significant because it records my concerns while I was still CIO and while the procurement process was still underway.

I wrote:

> "Team, I understand and appreciate the concern and sense of urgency on this. However, I am more concerned with getting this right than I am with getting it done quickly."

I further wrote:

> "This item had to go to the street twice [because] staff in IT and Procurement did not get CIO and approval on specs, verbiage, vendor questions, etc. and they were incorrect multiple times."

That email identifies the same categories of concern reflected throughout the chronology: specifications, solicitation language, vendor questions, review, approval, and continuing pressure to move the procurement forward quickly.

The TSS Director disagreed with my characterization of responsibility.

That disagreement should be acknowledged.

But his own interview also confirms that this disagreement existed while I was still CIO. He told the OIG that he had confronted me over whether I had approved the specifications and that I told him I had not. He also said that IT staff **"kept insisting that the contract had to get done."**

The same interview reflects that Windows devices were his immediate operational priority and that, while he was aware that my broader vision included Chromebooks and Android tablets, he treated those device categories as less urgent.

My May 23 email therefore documents my contemporaneous management concern that urgency was overtaking appropriate research, review, and approval processes.

My direction was straightforward:

Get the procurement right, not simply get it done quickly.

IV. Requested Correction

The record establishes that I concurred with rejecting and rebidding ITB24-236.

It also establishes the circumstances in which I did so.

By November 2023, the procurement had accumulated significant scope, process, approval, specification, and evaluation problems. Those problems were documented contemporaneously, acknowledged in part by the TSS Director himself, discussed with Procurement and Legal, and later addressed through substantive revisions to the replacement solicitation.

The record also contains differing retrospective accounts concerning the motives of various participants, the preferred remedy after HP was determined not to qualify, and my involvement with the later Executive Summary.

Those disagreements should be reported fairly.

But they do not establish the additional proposition the Preliminary Report attributes to me:

that I knew a false rationale was being advanced and nevertheless "allowed" it to be presented.

I do not contend that no other participant may have wanted rejection because Lenovo otherwise could have become the next eligible bidder.

I was unaware at the time that anyone was advocating rejection for that reason, and it was not my reason for agreeing to reject and rebid ITB24-236.

The Former Procurement Director later attributed an anti-Lenovo motive to the rejection. I dispute her retrospective account to the extent that it attributes that motive or knowledge to me.

The Preliminary Report does not identify a contemporaneous documentary record showing that she told me Lenovo should receive the award and that I rejected that advice because I did not want Lenovo.

Nor does it identify a contemporaneous communication in which she warned me that the rationale being developed for the School Board was false or pretextual.

The Granicus record shows that the Board item proceeded through multiple formal review and approval stages, and the Detailed Item History records that the Executive Summary "approved by Ms. Marte" was uploaded to the item. At no phase of that workflow was the Board item routed to me for review or approval.

There is a material difference between Lenovo's protest exposing a genuine technical problem, my agreeing that a procurement with substantial documented problems should be rejected and corrected, and my knowingly allowing a pretext to be presented.

The evidence establishes the first two.

It does not establish the third.

My October 13 email demonstrates that the missing Chromebook scope was already under discussion **before the October 30 Award Recommendation and before Lenovo's protest.**

The replacement solicitation actually corrected scope and specification issues.

My May 23, 2024 email documents that I continued to raise concerns about specifications, language, vendor questions, approval, and the pressure to move the procurement forward quickly while I was still CIO.

And the contemporaneous November 16 email documents my actual role when the first solicitation was rejected: I was asked whether I was **"in agreement"** with the course being advanced, and I concurred.

For those reasons, I respectfully request that the OIG revise the Final Report to remove the finding that I **"allowed" J.A. to present a pretext to justify recommending the rejection of all bids.**

Whatever conclusion the OIG ultimately reaches regarding J.A.'s rationale, the Former Procurement Director's retrospective account, the TSS Director's retrospective recollection concerning the Executive Summary, or the motives and actions of other participants, **the evidence does not establish that I knew a false rationale was being presented and knowingly authorized, directed, or permitted its use.**

I further request that this correction be reflected in the **Final Report's findings and narrative**, rather than only through attachment of this response, so that the operative report accurately reflects what the evidence establishes regarding my role.

The record supports a finding that I concurred with rejecting and rebidding a procurement that had substantial documented problems. It does not support a finding that I knowingly allowed a pretext to be presented.

Dr. Josiah Phillips
Former Chief Information Officer
Broward County Public Schools
Submitted: September 24, 2026

APPENDICES

Response to Preliminary Report OIG 25-020-M

Supporting Documentary Records

Appendix A. Granicus Workflow for Board Item O-7

Appendix B. Granicus Detailed Item History for Board Item O-7

Appendix C. Granicus Item Discussion for Board Item O-7

Appendix D. Complete Board Item O-7

Appendix E. Procurement Sourcing Intake Form for ITB24-236

Appendix F. Public Records Cost Estimate

Appendix A. Granicus Workflow for Board Item O-7

Document page 1 of 1

This item has been approved!

1st Approver

Completed December 12, 2023

Daryl Diamond
Aston Rowe

Item Reviewers

Completed December 19, 2023

Aston Hem
MARV COKa
Barbara Mash
Valerie Wanza
Robert Vigne
Jeffrey Whitney
Monica Bianchi

Final Approver

Completed December 19, 2023

Appendix B. Granicus Detailed Item History for Board Item O-7

Document page 1 of 6

nknown created the item on: Tuesday, October 31st 2023, 10:10:39 am

Jyanna.Parker made a change on: Tuesday, October 31st 2023, 11:52:20 am **Changed:** section_i
Original Value: (empty)
Updated Value: 6578183

Jyanna.Parker made a change on: Tuesday, October 31st 2023, 2:44:00 pm **Changed:** Item Position on Agenda Section
Original Value: 16
pdated Value: 11

Unknown user made a change on: Wednesday, November 1st 2023, 8:04:05 am **Changed:** Suggested Action
Original Value: Approve the Award for the above-referenced Invitation to Bid (ITB); Contract Term anuary 1, 2024 through December 31, 2027, with an option for 2 additional 1-year renewal periods; Award Amount: $PENDING; Awarded endor(s): Eight, See Executive Summary; Small/Minority/Women Business Enterprise Vendor: iPhone and iPad Warehouse, LLC.; District- ide
pdated Value: Approve the Award for the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2027, with an ption for two additional one-year renewal periods; Award Amount: PENDING; Awarded Vendor(s): Archangel Tablets, LLC; Arey Jones ducational Solutions; Ciara Technologies USA Inc.; HP, Inc., d/b/a HP Computing and Printing Inc.; iPhone and iPad Warehouse, LLC.; enovo (United States) Inc.; Sharp Electronics Corporation; United Data Technologies, Inc. d/b/a UDT; Small/Minority/Women Business nterprise Vendor: iPhone and iPad Warehouse, LLC.; District-wide.

Unknown user made a change on: Wednesday, November 1st 2023, 8:04:33 am **Changed:** Item Title
Original Value: ITB24-236 - Technology Computing Devices, Accessories, and Deployment ervices
pdated Value: ITB24-236 - Technology Computing Devices, Accessories, & Deployment Services

Unknown user made a change on: Wednesday, November 1st 2023, 8:23:09 am **Changed:** Suggested Action
Original Value: Approve the Award for the Invitation to Bid (ITB); Contract Term: January 1, 2024 rough December 31, 2027, with an option for two additional one-year renewal periods; Award Amount: PENDING; Awarded Vendor(s): rchangel Tablets, LLC; Arey Jones Educational Solutions; Ciara Technologies USA Inc.; HP, Inc., d/b/a HP Computing and Printing Inc.; Phone and iPad Warehouse, LLC.; Lenovo (United States) Inc.; Sharp Electronics Corporation; United Data Technologies, Inc. d/b/a UDT; mall/Minority/Women Business Enterprise Vendor: iPhone and iPad Warehouse, LLC.; District-wide.
pdated Value: Approve the Award for the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2027, with an ption for two additional one-year renewal periods; Award Amount: PENDING; Awarded Vendor(s): Archangel Tablets, LLC; Arey Jones ducational Solutions; Ciara Technologies USA Inc.; HP, Inc., d/b/a HP Computing and Printing Inc.; iPhone and iPad Warehouse, LLC.; enovo (United States) Inc.; Sharp Electronics Corporation; United Data Technologies, Inc. d/b/a UDT; Small/Minority/Women Business nterprise Vendor: iPhone and iPad Warehouse, LLC.; District-wide.

Unknown made the following changes on: Wednesday, November 1st 2023, 8:24:40 am:
-Changed: Exhibit 1
Original Value: Executive Summary
Updated Value: Executive Summary-DRAFT
-Changed: Suggested Action
Original Value: Approve the Award for the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2027, with n option for two additional one-year renewal periods; Award Amount: PENDING; Awarded Vendor(s): Archangel Tablets, LLC; Arey Jones ducational Solutions; Ciara Technologies USA Inc.; HP, Inc., d/b/a HP Computing and Printing Inc.; iPhone and iPad Warehouse, LLC.; enovo (United States) Inc.; Sharp Electronics Corporation; United Data Technologies, Inc. d/b/a UDT; Small/Minority/Women Business nterprise Vendor: iPhone and iPad Warehouse, LLC.; District-wide.
Updated Value: Approve the Award for the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2027, with n option for two additional one-year renewal periods; Award Amount: PENDING; Awarded Vendor(s): Eight, See Executive Summary; mall/Minority/Women Business Enterprise Vendor: iPhone and iPad Warehouse, LLC.; District-wide.

Unknown made the following changes on: Wednesday, November 1st 2023, 8:24:41 am:
-Added attachment '5248 - Executive Summary_Technology Computing Devices.pdf'
-Added attachment 'Award Recommendation.pdf'

Unknown user made a change on: Wednesday, November 1st 2023, 8:25:01 am **Changed:** Attachment - Deleted attachment name
Original Value: 5248 - Executive Summary_Technology Computing Devices.pdf
pdated Value: Executive Summary-DRAFT.pdf

Unknown made the following changes on: Wednesday, November 1st 2023, 8:25:34 am:
-Changed: Special Order
Original Value: (empty)
Updated Value: No
-Changed: Financial Impact, Funding Source & Budget Status
Original Value: (empty)
Updated Value: PENDING, funds will come from the PENDING department's general fund.

Unknown created an approval workflow for this item: Wednesday, November 1st 2023, 8:26:00 am

Appendix B (continued)
Document page 2 of 6

Unknown made the following changes on: Wednesday, November 1st 2023, 8:26:02 am:
-Changed: Phase - (the phase has been deleted)
Original Value: Pending
Updated Value: In Progress
-Changed: status
Original Value: In Draft
Updated Value: In Review

Christine.Rodriguez-Lopez made a change on: Wednesday, November 1st 2023, 1:21:07 pm **Changed:** Item Position on Agenda Section
Original Value: 11
pdated Value: 10

Christine.Rodriguez-Lopez added Valerie.Wanza to a phase as an fyier, on: Thursday, November 2n 2023, 10:25:19 am

Christine.Rodriguez-Lopez added Unknown to a phase as an fyier, on: Thursday, November 2nd 2023, 10:25:28 am

hristine.Rodriguez-Lopez added Unknown to a phase as an approver, on: Thursday, November 2nd 2023, 10:25:38 am

Christine.Rodriguez-Lopez added Howard.Hepburn to a phase as an fyier, on: Thursday, November 2nd 2023, 10:25:46 am

Christine.Rodriguez-Lopez added Unknown to a phase as an fyier, on: Thursday, November 2nd 2023, 10:25:54 am

hristine.Rodriguez-Lopez removed Unknown from a phase as an approver, on: Thursday, November 2nd 2023, 10:26:17 am

Christine.Rodriguez-Lopez added Unknown to a phase as an fyier, on: Thursday, November 2nd 2023, 10:26:29 am

Jyanna.Parker made a change on: Friday, November 3rd 2023, 2:19:54 pm **Changed:** Item Position on Agenda Section
riginal Value: 22
pdated Value: 21

Unknown removed an approval workflow for this item: Monday, November 6th 2023, 10:50:56 am

Unknown user made a change on: Monday, November 6th 2023, 10:50:57 am **Changed:** status
Original Value: In Review
pdated Value: In Draft

Unknown created an approval workflow for this item: Monday, November 6th 2023, 11:00:18 am

Unknown made the following changes on: Monday, November 6th 2023, 11:00:20 am:
-Changed: Phase - (the phase has been deleted)
Original Value: Pending
Updated Value: In Progress
-Changed: status
Original Value: In Draft
Updated Value: In Review

Unknown removed attachment 'Executive Summary-DRAFT.pdf' on: Monday, November 6th 2023, 11:01:24 am

Unknown added attachment '5248 - Executive Summary_Technology Computing Devices.pdf' on: Monday, November 6th 2023, 11:01:30 am

Unknown made the following changes on: Monday, November 6th 2023, 11:01:50 am:
-Changed: Attachment - Deleted attachment name
Original Value: 5248 - Executive Summary_Technology Computing Devices.pdf
Updated Value: Executive Summary-DRAFT.pdf
-Reordered: Attachment positions

Jyanna.Parker made a change on: Monday, November 6th 2023, 11:15:04 am **Changed:** custom_agenda_number
Original Value: (empty)
pdated Value: OO-21.

Unknown removed an approval workflow for this item: Monday, November 6th 2023, 11:24:59 am

Unknown user made a change on: Monday, November 6th 2023, 11:25:00 am **Changed:** status
Original Value: In Review

Appendix B (continued)
Document page 3 of 6

pdated Value: In Draft

Unknown user made a change on: Monday, November 6th 2023, 11:25:40 am **Changed:** section_id
Original Value: 6578183

pdated Value: (empty)

Unknown user made a change on: Monday, November 6th 2023, 11:25:40 am **Changed:** Meeting Date
Original Value: (A meeting wasn't selected or it has been deleted)

pdated Value: (A meeting wasn't selected or it has been deleted)

Unknown commented on: Monday, November 6th 2023, 11:28:01 am
"OSBR - this item has been removed from the 12/12 RSBM."

Unknown made the following changes on: Friday, November 17th 2023, 3:42:16 pm:
-Changed: Exhibit 2
Original Value: Financial Analysis Worksheet
Updated Value: Award Recommendation
-Changed: Exhibit 3
Original Value: Award Recommendation
Updated Value: (empty)
-Changed: Financial Impact, Funding Source & Budget Status
Original Value: PENDING, funds will come from the PENDING department's general fund.
Updated Value: No Financial Impact
-Changed: Category
Original Value: OO. Strategy & Operations
Updated Value: O. Strategy & Operations
-Added item from section 'STRATEGY & OPERATIONS (CONSENT)'
-Changed: Item Type
Original Value: Open
Updated Value: Consent
-Changed: Meeting Date
Original Value: (A meeting wasn't selected or it has been deleted)
Updated Value: (A meeting wasn't selected or it has been deleted)
-Changed: Suggested Action
Original Value: Approve the Award for the Invitation to Bid (ITB); Contract Term: January 1, 2024 through December 31, 2027, with n option for two additional one-year renewal periods; Award Amount: PENDING; Awarded Vendor(s): Eight, See Executive Summary; mall/Minority/Women Business Enterprise Vendor: iPhone and iPad Warehouse, LLC.; District-wide.
Updated Value: Approve the Reject All Bids received for Invitation To Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women usiness Enterprise Vendor(s): None.

Jyanna.Parker commented on: Friday, November 17th 2023, 4:39:07 pm
"Per the chief of staff office, the meeting date has been removed from this item."

Jyanna.Parker made a change on: Friday, November 17th 2023, 4:39:10 pm **Changed:** Meeting Date
Original Value: (A meeting wasn't selected or it has been eleted)

pdated Value: (A meeting wasn't selected or it has been deleted)

Unknown made the following changes on: Wednesday, November 29th 2023, 12:12:22 pm:
-Changed: Financial Impact, Funding Source & Budget Status
Original Value: No Financial Impact
Updated Value: There is no Financial Impact to the District.
-Changed: Approved in Open Board Meeting On
Original Value: 2023-12-12
Updated Value: 2024-01-23
-Added item from section 'STRATEGY & OPERATIONS (CONSENT)'
-Changed: Meeting Date
Original Value: (A meeting wasn't selected or it has been deleted)
Updated Value: 2024-01-23 03:45:00 AM
-Changed: Suggested Action
Original Value: Approve the Reject All Bids received for Invitation To Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women usiness Enterprise Vendor(s): None.
Updated Value: Approve the Reject All Bids received for Invitation To Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women usiness Enterprise Vendor(s): None; District-wide.

Unknown removed attachment 'Executive Summary-DRAFT.pdf' on: Wednesday, November 29th 2023, 12:12:35 pm

Unknown created an approval workflow for this item: Wednesday, November 29th 2023, 12:13:06 pm

Appendix B (continued)
Document page 4 of 6

Unknown made the following changes on: Wednesday, November 29th 2023, 12:13:09 pm:
-Changed: Phase - 1st Approver
Original Value: Pending
Updated Value: In Progress
-Changed: status
Original Value: In Draft
Updated Value: In Review

Unknown user made a change on: Wednesday, November 29th 2023, 12:14:13 pm **Changed:** Suggested Action
Original Value: Approve the Reject All Bids received for Invitation To Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.
Updated Value: Approve the Reject All Bids received for the Invitation to Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Jyanna.Parker made a change on: Wednesday, November 29th 2023, 1:55:03 pm **Changed:** section_id
Original Value: (empty)
Updated Value: 6578474

Unknown added attachment '5248 - Executive Summary_Technology Computing Devices.pdf' on: Thursday, November 30th 2023, 9:48:33 am

Unknown reordered attachment positions on: Thursday, November 30th 2023, 9:48:48 am

anna.Parker made a change on: Monday, December 4th 2023, 8:48:05 am **Changed:** custom_agenda_number
Original Value: (empty)
Updated Value: O-6.

Unknown made the following changes on: Monday, December 4th 2023, 11:55:31 am:
-Added attachment 'Executive Summary - DRAFT'
-Removed attachment 'Executive Summary-DRAFT.pdf'

Unknown made the following changes on: Monday, December 4th 2023, 11:55:57 am:
-Added attachment 'Award Recommendation.pdf'
-Removed attachment 'Award Recommendation.pdf'
-Reordered: Attachment positions

Unknown made the following changes on: Monday, December 4th 2023, 11:56:58 am:
-Added attachment 'Award Recommendation.pdf'
-Removed attachment 'Award Recommendation.pdf'

Jyanna.Parker made a change on: Monday, December 4th 2023, 4:53:13 pm **Changed:** custom_agenda_number
Original Value: O-6.
Updated Value: O-7.

Jyanna.Parker commented on: Thursday, December 7th 2023, 12:15:46 pm
"Per APG, staff to upload the final executive summary."

Unknown made the following changes on: Friday, Decembe 8th 2023, 11:16:23 am:
-Added attachment 'Executive Summary - DRAFT'
-Removed attachment 'Executive Summary - DRAFT'
-Reordered: Attachment positions

Barbara.Mash commented on: Monday, December 11th 2023, 11:29:42 am
"The approval flow needs to move for this item."

Unknown made the following changes on: Tuesday, December 12th 2023, 9:24:14 am:
-Approved the phase '1st Approver'
-Changed: Phase - 1st Approver
Original Value: In Progress
Updated Value: Completed
-Changed: Phase - Item Reviewers
Original Value: Pending
Updated Value: In Progress

Barbara.Mash Approved the phase: 'Item Reviewers', on: Tuesday, December 12th 2023, 9:43:32 an

Monica.Bianchi Approved the phase: 'Item Reviewers', on: Tuesday, December 12th 2023, 9:49:01 am

ary.Coker Approved the phase: 'Item Reviewers', on: Tuesday, December 12th 2023, 9:51:30 am

Appendix B (continued)
Document page 5 of 6

Unknown made the following changes on: Tuesday, December 12th 2023, 10:44:13 am:
-Removed attachment 'Executive Summary - DRAFT'
-Added attachment '5248 - Executive Summary_Technology Computing Devices.pdf'
Unknown reordered attachment positions on: Tuesday, December 12th 2023, 10:44:37 am
Nilska.Portnoy commented on: Tuesday, December 12th 2023, 11:08:36 am
"I am delegating this item to Robert Paul Vignola for final
isposition. OSBR kindly remove Joanne from the workflow. Thank you, "
Nilska.Portnoy delegated a task to Robert Vignola', on: Tuesday, December 12th 2023, 11:08:44 am
Jyanna.Parker removed Joanne.Fritz from a phase as an approver, on: Tuesday, December 12th 2023, 11:25:13 am
Jyanna.Parker commented on: Tuesday, December 12th 2023, 11:25:25 am
"Per below, removed Joanne from the approval workflow."
Robert.Vignola Approved the phase: 'Item Reviewers', on: Tuesday, December 12th 2023, 12:18:26 pm

ston.Henry Approved the phase: 'Item Reviewers', on: Tuesday, December 12th 2023, 12:42:26 pm
Unknown Approved the phase: 'Item Reviewers', on: Wednesday, December 13th 2023, 10:40:08 am
Unknown removed attachment 'Executive Summary-DRAFT.pdf' on: Thursday, December 14th 2023, 8:57:05 am
Unknown user made a change on: Thursday, December 14th 2023, 8:57:24 am **Changed:** Exhibit 1
Original Value: Executive Summary-DRAFT
pdated Value: Executive Summary
Unknown added attachment '5248 - Executive Summary_Technology Computing Devices.pdf' on: Thursday, December 14th 2023, 8:57:25 am
Unknown reordered attachment positions on: Thursday, December 14th 2023, 8:57:38 am

nknown commented on: Thursday, December 14th 2023, 8:57:50 am
The executive summary approved by Ms. Marte has been uploaded. @Barbara"
Unknown removed attachment 'Executive Summary.pdf' on: Friday, December 15th 2023, 8:14:06 ar
Unknown added attachment '5248 - Executive Summary_Technology Computing Devices.pdf' on: Friday, December 15th 2023, 8:14:15 am
Unknown reordered attachment positions on: Friday, December 15th 2023, 8:14:33 am
Jyanna.Parker made a change on: Tuesday, December 19t 2023, 10:45:54 am **Changed:** custom_agenda_number
Original Value: O-7.
pdated Value: O-9.
Jeffrey.Whitney made the following changes on: Tuesday, December 19th 2023, 10:52:54 am:
-Approved the phase 'Item Reviewers'
-Changed: Phase - Item Reviewers
Original Value: In Progress
Updated Value: Completed
-Changed: Phase - Final Approver
Original Value: Pending
Updated Value: In Progress
Unknown made the following changes on: Tuesday, December 19th 2023, 11:51:08 am:
-Approved the phase 'Final Approver'
-Changed: Phase - Final Approver
Original Value: In Progress
Updated Value: Completed
-Changed: status
Original Value: In Review
Updated Value: Approved
-Changed: locked
Original Value: No
Updated Value: Yes
anna.Parker made a change on: Thursday, December 21st 2023, 11:27:42 am **Changed:** Item Position on Agenda Section

Appendix B (continued)
Document page 6 of 6

Original Value: 9
Updated Value: 7

Jyanna.Parker made a change on: Thursday, December 21st 2023, 3:10:02 pm **Changed:** custom_agenda_numbe
Original Value: O-9.

pdated Value: O-7.

Christine.Rodriguez-Lopez made a change on: Friday, January 19th 2024, 2:49:15 pm **Changed:** locked
Original Value: Yes

pdated Value: No

Christine.Rodriguez-Lopez removed attachment 'Award Recommendation.pdf' on: Friday, January 19th 2024, 2:49:46 pm

Christine.Rodriguez-Lopez added attachment 'Award_Recommendation.pdf' on: Friday, January 19th 2024, 2:50:04 pm

Christine.Rodriguez-Lopez made a change on: Friday, January 19th 2024, 2:50:29 pm **Changed:** locked
Original Value: No

pdated Value: Yes

Appendix C. Granicus Item Discussion for Board Item O-7
Document page 1 of 2

January 23, 2024

Item #O-7 ITB24-236, Technology Computing Devices, Accessories, and Deployment Services

Item Discussion -

Dec 14, 2023

Ernesto Perez

The executive summary approved by Ms. Marte has been uploaded. @Barbara

Created at 8:57 am on Dec 14, 2023

Dec 12, 2023

JYANNA J PARKER

Per below, removed Joanne from the approval workflow.

Created at 11:25 am on Dec 12, 2023

NILSKA PORTNOY

I am delegating this item to Robert Paul Vignola for final disposition. OSBR kindly remove Joanne from the workflow. Thank you,

Created at 11:08 am on Dec 12, 2023

Dec 11, 2023

BARBARA MASH

The approval flow needs to move for this item.

Created at 11:29 am on Dec 11, 2023

Dec 07, 2023

Appendix C (continued)
Document page 2 of 2

JYANNA J PARKER

Per APG, staff to upload the final executive summary.

Created at 12:15 pm on Dec 07, 2023

Nov 17, 2023

JYANNA J PARKER

Per the chief of staff office, the meeting date has been removed from this item.

Created at 4:39 pm on Nov 17, 2023

Nov 06, 2023

Ernesto Perez

OSBR - this item has been removed from the 12/12 RSBM.

Created at 11:28 am on Nov 06, 2023

Appendix D. Complete Board Item O-7
Document page 1 of 3

Status: ORIGINAL

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

2024-01-23	Regular School Board Meeting	Agenda Item Number:	O-7.
CATEGORY:	O. Strategy & Operations	Consent or Open Item:	Consent
DEPARTMENT:	Procurement & Warehousing Services	Special Order:	NO
		Time for Special Order:	

TITLE:

ITB24-236 - Technology Computing Devices, Accessories, & Deployment Services

REQUESTED ACTION:

Approve the Reject All Bids received for the Invitation to Bid (ITB); Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

RATIONALE:

For the Requested Actions, Background/History, Alignment to the 2027 Goals and Guardrails, Measurable Outcome(s)/Return on Investment, and Financial Impact, please see the Executive Summary.

EXHIBITS:

- Executive Summary
- Award Recommendation

FINANCIAL IMPACT:

There is no Financial Impact to the District.

STRATEGIC PLAN ALIGNMENT:

Student Focus Outcomes **OR** **Business Operations**

BOARD ACTION:
(For Official School Board Records Only)

SOURCE OF ADDITIONAL INFORMATION

Name:	Judith M. Marte	Phone:	754-321-2611
Name:	Dr. Joe Phillips	Phone:	754-321-2607

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Judith M. Marte, Deputy Superintendent, Finance & Operations

Signature

Judith M. Marte, Deputy Superintendent, Finance & Operations

Electronic Signature
Form S4189 Revised 7/23
PBL/VSW

Approved in Open Board Meeting On: January 23, 2024

By: School Board Chair

For more information, please contact:
Name: Dr. Josiah Phillips
Title: Chief Information Officer
Phone: 754-321- 2607

EXECUTIVE SUMMARY

Recommendation to Reject All Bids
ITB24-236 - Technology Computing Devices, Accessories, and Deployment Services

Board Meeting Date: January 23, 2024

Requested Action
Approve the rejection of all bids received for the Invitation to Bid (ITB): Awarded Vendor(s): None; Small/Minority/Women Business Enterprise Vendor(s): None; District-wide.

Impact if the Board Voted Yes or No

If the Board votes "Yes": Procurement & Warehousing Services (PWS) would be able to release a new ITB with revised specifications that would change the current processes, thus protecting the best interest of the School Board of Broward County, Florida (SBBC).

If the Board votes "No": This would not allow PWS to release a new ITB with revised specifications for the above-referenced services.

Background/History
This ITB was meant to increase the variety of computing devices available to students and staff throughout the District. These devices included Windows-based laptops and desktops. Inadvertently, non-Windows devices such as Chromebooks and Android-based tablets were omitted. Additionally, the ITB allowed vendor questions to be addressed through an addendum. The release of a future ITB will provide an opportunity to clarify the numerous questions asked, potentially increasing the pool of qualified vendors.

This bid is being recommended for rejection to allow staff to revise the specifications and rebid. Therefore, it is in the best interest of the district, to reject all bids received to enable the District to issue a new solicitation with revised specifications.

Alignment to 2027 Goals and Guardrails
Guardrail 2 Equity, Guardrail 3 School Support

Measurable Outcome(s)/Return on Investment
N/A

Procurement Method
This contract was competitively solicited in accordance with Purchasing Policy 3320, Part II, Rule D, and Florida Administrative Code 6A-1.012(7).
A copy of the ITB documents is available online at: http://www.broward.k12.fl.us/supply/agenda/ITB24-236_TechnologyComputingDevicesAccessoriesandDeploymentServices_Addendum.pdf.

This Bid is being rejected to allow staff to revise the specifications and rebid. Therefore, it is in the best interest of the district, to reject all bids received to enable the District to issue a new solicitation with revised specifications.

Financial Impact
There is no Financial Impact on the District.

Appendix D (continued)
Document page 3 of 3

Procurement & Warehousing Services
Broward County Public Schools

AWARD RECOMMENDATION

ITB #:	ITB24-236	Tentative Board Meeting Date*:	12/12/2023		
ITB Title:	Technology Computing Devices, Accessories, and Deployment Services	# Notified:	436	# Downloaded:	86
		# of Responses Rec'd:	9	# of "No Bids":	2
For:	Information Technology (School/Department)	ITB Opening Date :	10/24/2023		
Fund:	Department Operating Budget	Advertised Date:	10/04/2023		

POSTING OF AWARD RECOMMENDATION: ITB24-236 Award Recommendations will be posted in the Procurement & Warehousing Services and www.Demandstar.com on **11/16/2023 @ 5:00 PM** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3) (b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

(*) The Cone of Silence, as stated in the ITB, is in effect until award is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

REVISED AWARD RECOMMENDATION

In accordance with Section 6A-1.012(12)(C), Florida Administrative Code, and Part II, Section D (1) of Purchasing Policy 3320 and Section 8, General Condition 6 (2) of ITB24-236: "In the best interest of the School Board of Broward County, Florida (SBBC), the School Board reserves the right to reject any or all bids received when there are sound documented business reasons that serve the best interests of SBBC.

It is recommended pursuant to Section 6A-1.012(12)(c), F.A.C., that all proposals be rejected. This solicitation will be rebid with revised bid specifications, in accordance with School Board policies and procedures.

By: *Ernesto Perez* (Purchasing Agent) Date: 11/16/2023

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

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

Appendix E. Procurement Sourcing Intake Form for ITB24-236

Document page 1 of 4

PROCUREMENT & WAREHOUSING SERVIC

HOME TRAINING QUICK LINKS F.A.Q. CONTACT US RECENT INTAKE FORM (CSR) CONTRACT TRACKER

Procurement & Warehousing Services
Broward County Public Schools

Procurement Sourcing Intake Form - Commodity Solicitation Request (CSR) Form

The purpose of this form is to compile specifications for the Scope of Work (SOW) or Scope of Services (SOS) for the sourcing being requested by the user department/school. The information and received on this form will be used by Procurement (PWS) to determine the sourcing method before the products or services are procured. The duration of the solicitation process is determined by accuracy and timeliness of the information received, the complexity of the purchase, and the need-by/project completion date. The service levels agreed upon by PWS and the User Department / need to be in accordance and compliant with Policy 3320.

CSR Type : New Bid

BID Number : Technology, Computing Devices, Access, & Deployment

GENERAL INFORMATION FOR NEW BIDS :

Description of product and/or service (if there is insufficient space below, please attach an extra page) : 2 groups, "Computer Devices" & "Computer Device Deployment Services"

Suggested Sourcing Strategy (BID TYPE) : Invitation to BID - ITB

Approved Budget Amount ($) : $0

Budget Source Name :

Commodity Type :

This purchase is for (select all that apply) :
- ☑ PRODUCTS
- ☑ SERVICES
- ☑ PRODUCTS AND SERVICES

This purchase is :

If this purchase replaces a prior contract (BID NUMBER), what was the last contract number? :

Is this purchase exempt from competitive solicitation? :

The Department/School must have an approved budget to begin the procurement process. PWS will determine, based on the dollar thresholds of the purchase requested, if they are compliant an meet the requirements in applicable Florida Statute, Rule, and SBBC Purchasing Policy 3320.

QUALIFICATION INFORMATION :

Provide information about the minimum requirements that the vendor must have for this sourcing:

Will the vendor be coming onsite at any SBBC location? :

Are any certifications/licenses needed to provide these products/services? : If Yes, Please Specify :

Appendix E (continued)
Document page 2 of 4

VENDOR CONTACT INFORMATION :

If there is a list of vendors in this market, please use an additional sheet(s) to provide the above information. The user department is responsible for ensuring PWS has a complete vendor list for bidder notification on www.Demandstar.com

Vendor Name:	Vendor Contact Name:	Vendor Contact Email:	Vendor Contact Phone:

BACKGROUND INFORMATION :

In 3 or 4 brief sentences, describe the need for the product and/or service. What are you trying to achieve and why? Include all relevant details about the problem that will be resolved by purchasing these goods or services.

What is the need for this product and/or Why? :

Is a similar product, service, or software already available in the District? If yes, please explain what makes this product, service, or software different and necessary :

What is the desired outcome of the product? :

Can studies or proven metrics substantiate the improvements or resolutions this product, service, and/or software will provide?:

SPECIFICATIONS (SCOPE OF WORK / SCOPE OF SERVICES) :

Instructions on How to write Specifications, Scope of Work/Services:

1. Use precise and clear language so procurement and the end user can understand the project or service. Unclear specifications will not accomplish your requirements and expected outcomes – do your research! Explain your purpose of the project, deliverables, timelines and milestones, detailed tasks, payment, and how you want to configure the project's cost.
2. If the item you are ordering is a product, provide the Brand and Model, the manufacturer's specifications, and any other components along with your Scope of Work.
3. If the service or project is complicated, please get in touch with the legal department to ensure that the specifications comply with all legal requirements before submitting this form.

Requirements (must have). What are the minimum requirements (must-have features, specific list of specs, etc.)? If there is insufficient space below, use an additional page :

Highly desired. The information placed below is optional. If there is insufficient space below, use an additional page :

Appendix E (continued)
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VENDOR DELIVERABLES :

Are there any specific deliverables required after the purchase? (i. e., training, reports, plans, inspections, and user acceptance).
This section list all expected deliverables, including their due dates. Typically, this section will include specific, quantifiable deliverables that don't leave any room for misinterpretation.

Deliverables 1 :

Deliverables 2 :

Deliverables 3 :

POST-PURCHASE SUPPORT :

Does this purchase require additional management? : Yes

Check all that apply:

Other :

Other :

STAKEHOLDER INFORMATION / REQUISITIONER INFO :

Provide complete contact information for the requester/project owner and all stakeholders to be included in emails, meetings, and communications.

Contact Name :*	Email :*	Department Name :*	Telephone :*
Maximo A. Rosario	mrosario@browardschools.com	Technology Support Services	7543210356

*Indicates this is the project owner and primary contact for PV

DEFAULT FUNDING SOURCE :

Required funds information required to proceed with BID process.

Cost Center:	Fund:	Functional Area:	Commitment Item:
TBD	TBD	TBD	TBD

Appendix E (continued)
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DEPARTMENT APPROVALS :

Sign-off(s) from Department Head / Principals is required before you submit this form. This form will be returned for additional action if approval is not shown.

Name :	Title	Status:	Approval Date:
Maximo A. Rosario	Director, Technology Support S...	Approved	9/22/2023

CHIEF/CABINET MEMBER APPROVAL :

Sign-off(s) from the Chief/Cabinet Member is required before you submit this form. This form will be returned for additional action if approval is not shown.

Name :	Title :	Status:	Approval Date:
Josiah J. Philip	CIO	Approved	9/28/2023

Appendix F. Public Records Cost Estimate

Document page 1 of 1

Public Records Cost Estimate Form

PDF - 303 KB

PUBLIC RECORDS REQUEST COST FORM *complete the applicable fields highlighted in yellow*	
PRR Tracking #:	**2726-0199**
Prepared by:	**Public Records Request**
Title:	**Staff**
Department:	**Legislative Affairs**
Approved by:	**Legislative Affairs**
LABOR DETAILS	
Enter estimated time (in hours) required to:	
Locate & Download Records	
Review and Redact Confidential Information (if any)	3326.00
Scan Documents	
TOTAL HOURS	**3326.00**
Enter hourly rate of **lowest salaried employee** qualified to fulfill the request.	$18.00
Employee Benefits Cost (hourly rate x 22.3)	*$4.01*
TOTAL RATE	**$22.01**
Total Labor Costs:	**$73,218.56**
COPYING DETAILS	
Enter total number of copies for each:	
Single-sided copies ($0.15 per page)	
Double-sided copies ($0.20 per page)	
Total Copy Costs:	**$0.00**
Postage Costs:	
TOTAL ESTIMATED COSTS	**$73,218.56**