

29

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
REQUEST FOR PROPOSAL (RFP)**

**REQUIRED RESPONSE FORM**

07C-002B

DATE: October 23, 2006

TITLE: RFP FOR ADVERTISING DISTRICT-WIDE ADULT AND COMMUNITY EDUCATION PROGRAM SCHEDULES

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on November 20, 2006 and plainly marked RFP 07C-002B. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 34 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): \_\_\_\_\_

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

CITY & STATE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

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

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

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

REQUEST FOR PROPOSAL NO. 07C-002B.

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA  
REQUEST FOR PROPOSAL FOR

ADVERTISING DISTRICT-WIDE ADULT AND COMMUNITY EDUCATION PROGRAM SCHEDULES

INDEX

1.0	INTRODUCTION
2.0	INSTRUCTIONS TO PROPOSER
3.0	TIME SCHEDULE
4.0	AWARD
5.0	TERM OF CONTRACT / RENEWAL
6.0	RFP INQUIRIES
7.0	BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT
8.0	LOBBYING
9.0	SCOPE OF SERVICES
10.0	EVALUATION COMMITTEE MEETINGS
11.0	PREPARATION AND SUBMISSION
12.0	ORAL PRESENTATION
12.0	PROPOSAL EVALUATION PROCESS:
14.0	EVALUATION CRITERIA
15.0	CANCELLATION OF AWARD/TERMINATION
16.0	FUNDING OUT, TERMINATION, CANCELLATION
17.0	DEFAULT
18.0	DEBARMENT
19.0	LEGAL REQUIREMENTS
20.0	FEDERAL AND STATE TAX
21.0	CONFLICT OF INTEREST
22.0	INSURANCE REQUIREMENTS
23.0	INDEMNIFICATION / HOLD HARMLESS AGREEMENT
24.0	PUBLIC RECORDS LAW
25.0	PERMITS AND LICENSES
26.0	INTELLECTUAL PROPERTY RIGHTS
27.0	COST INCURRED IN RESPONDING
28.0	SUB-CONTRACTS
29.0	INDULGENCE
30.0	JOINT PROPOSAL
31.0	SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION
32.0	CONTRACTOR BID REQUIREMENTS
33.0	CONTRACT DISCLOSURE
34.0	THE JESSICA LUNDSFORD ACT
35.0	DISQUALIFYING CRIMES
36.0	USE OF OTHER CONTRACTS
37.0	ASSIGNMENT OF CONTRACT AND/OR PAYMENT
38.0	REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY
39.0	AGREEMENT
40.0	POSTING OF RFP CONDITIONS / SPECIFICATIONS
41.0	POSTING OF RFP RECOMMENDATION / TABULATIONS

ATTACHMENTS

- A. M/WBE Subcontractor Participation Letter of Intent
- B. M/WBE Subcontractor Participation Summary
- C. Drug-Free Workplace Certification
- D. Statement of No Bid
- E. Sample Contract
- F. Beneficial Interest and Disclosure of Ownership Affidavit
- G. Price Proposal

**SCHOOL BOARD OF PALM BEACH COUNTY**

**REQUEST FOR PROPOSAL FOR**

**ADVERTISING DISTRICT-WIDE ADULT AND COMMUNITY EDUCATION PROGRAM SCHEDULES**

**1.0 INTRODUCTION**

1.1 This is a Request for Proposal (RFP) for ADVERTISING DISTRICT-WIDE ADULT AND COMMUNITY EDUCATION PROGRAM SCHEDULES. This includes printing and mailing brochures, the development of a website and assistance with the development of a revised marketing program for The Adult and Community Education Program of The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District).

1.2 **Background:** Adult, vocational, and community education programs must promote and advertise their programs to attract students and insure adequate enrollment.  
26 Adult and Community Schools produce schedules and advertise 3 times per year.  
All adult and vocational programs are performance base funded requiring large enrollments for success.  
The clientele for adult, workforce development and community education programs consists of all ages and socioeconomic backgrounds.  
There are approximately 600,000 households in Palm Beach County that hold potential students.

1.3 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.4 Document files may be examined, during normal working hours, ten days after proposals have been opened.

1.5 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.6 Document files may be examined, during normal working hours; ten days after proposals have been opened.

**2.0 INSTRUCTIONS TO PROPOSER**

2.1 All proposals must be received no later than 2:00 PM, on November 20, 2006. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.

2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.

2.3 One manually signed original and NUMBER (7) photocopies of the proposal must be sealed in a package and clearly labeled "REQUEST FOR PROPOSAL FOR ADVERTISING DISTRICT-WIDE ADULT AND COMMUNITY EDUCATION PROGRAM SCHEDULES" on the outside of the package. The proposer's legal name, contact person, and telephone number must also be clearly annotated on the outside of the package.

REQUEST FOR PROPOSAL NO. 07C-002B.

- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 DELIVERY OF RFPs: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
  - A. Park in visitors' parking area.
  - B. Enter building through the front door.
  - C. Proceed to the Purchasing Department located in Third Floor, A-Wing, Room A-323.
  - D. Present proposal to Purchasing Department receptionist for official date/time stamping.

**PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR PROPOSAL TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.**

**3.0 TIME SCHEDULE**

- 3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

November 6, 2006	All written questions and inquiries are due.
November 20, 2006	Proposals due no later than 2:00 PM.
November 28, 2006	* Evaluation Committee Meeting
November 29, 2006	Oral Presentation (If needed)
December 5, 2006	Posting of Recommendation.
January 17, 2007	Recommend proposer(s) to the School Board for approval.

\* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

## REQUEST FOR PROPOSAL NO. 07C-002B.

### **4.0 AWARD**

- 4.1 The District reserves the right to accept or reject any or all proposals.
- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 4.4 The District reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers. Proposals may be submitted for all items or for any single section as listed on the Price Proposal form (Attachment G).
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.
- 4.7 The District reserves the right to negotiate terms and conditions, including price, with the highest rated proposer, and/or all proposers being considered for recommendation of award. If a mutually beneficial agreement with the first ranked proposer, or all proposers being considered for award, cannot be reached, the negotiation team reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached with the appropriate number of proposers to meet the needs of the District.
- 4.8 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County. The District does not recognize any other certifications. If you have graduated from the certification of the District it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the School District for the previous three year period.

For District certification go to <http://www.palmbeach.k12.fl.us/MWBE> website and complete the M/WBE certification application.

### **5.0 TERM OF CONTRACT / RENEWAL**

- 5.1 The term of the contract shall be from February 2, 2007 through October 1, 2009, and may, by mutual agreement between the Board and the Contractor, be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the Contractor prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The Contractor will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract, or as negotiated. The Contractor agrees to this condition by signing its proposal.



REQUEST FOR PROPOSAL NO. 07C-002B.

**6.0 RFP INQUIRIES**

- 6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, November 6, 2006. Questions received in writing by the time and date specified will be answered in writing in the form of an addendum.

Send all questions by email or fax to attention:

Karen Brazier, Purchasing Agent  
[brazierk@palmbeach.k12.fl.us](mailto:brazierk@palmbeach.k12.fl.us)  
FAX (561) 963-3823

- 6.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 6.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Board.
- 6.6 Karen Brazier is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Karen Brazier nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

**7.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT**

- 7.1 The Board is requesting this affidavit to include a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT F.

**8.0 LOBBYING**

- 8.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- 8.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT OF THE RFP AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THE CONTRACT.

REQUEST FOR PROPOSAL NO. 07C-002B.

- 8.3 ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND FLORIDA DEPARTMENT OF EDUCATION RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE BOARD AT A REGULARLY SCHEDULED BOARD MEETING.
- 8.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

9.0 **SCOPE OF SERVICES**

9.1 **BROCHURE:**

Typeset, print, process and direct mail a 32-page tabloid program schedule, three times per year. (Each school will electronically submit their program schedules in Microsoft Word format to the awarded vendor.) If the number of pages increases or decreases, the vendor will adjust the cost based on the 4-page fee submitted on the Price Proposal form (Attachment G)

Circulate the program schedule to all deliverable households in Palm Beach County through the U.S. mail three times per year.

Vendor will supply a coordinator to facilitate all facets of the project.

Copy deadline will be no sooner than five weeks prior to the first registration date.

The dates for the Winter, Spring and Fall terms will be determined annually. This RFP does not include the Summer term.

Quantities to be mailed are estimated at 566,000. In addition to this amount, there will be an overrun printed of two to five percent, depending upon need as determined by the District. The overruns will be distributed to all adult and community schools, the county library system and other sites as determined by the District and jointly agreed to.

The quantities to be mailed will vary each session and the District will only pay for the actual quantity delivered. We will not pay for spoilage. We will use the quantity from the postage plus the overruns as the total number of brochures billable for each session.

Print Production:

Format: 32 page tabloid, quarter fold  
Trim size: 11 3/8 x 11 1/4  
Paper: 30# newsprint  
Image area: Four color front and back; balance of pages inside are black ink, no bleed  
Graphics: Graphic production/typesetting and layout of 32 pages; schools will supply program schedules

Each school will electronically submit their program schedules in Microsoft Word format to the awarded vendor.

The vendor will provide two proofs and require signed approval by each school/department.

DISTRIBUTION: Awarded vendor will:

Apply addresses to all mail pieces, sort, tie, and bag.

## REQUEST FOR PROPOSAL NO. 07C-002B.

Provide current mail list (one time usage) of all deliverable households within Palm Beach County for each mailing.

Provide Coding Accuracy Support System (CASS) certified updated list for each mailing.

Process presort to qualify for maximum postal discounts (saturation walk sequence)

Provide all United States Post Office (USPO) paperwork

Deliver to main Palm Beach post office and deliver to Delivery Destination Unit (DDU's).

Obtain the most economic postage rate. The District currently has a non-profit permit for postage.

Specify how you will achieve this in your proposal.

Update addresses of those reported to the District as not receiving the brochure. The District will provide this data.

### **9.2 WORLD WIDE WEB COMPONENT:**

Vendor will build, host and maintain a website featuring the programs and courses on the district-wide brochure.

The website will have its own unique URL name approved by the School District.

The website will consist of a complete listing of all programs and schools as listed in the district-wide brochure.

A county map with school locations and a directory keyed to the map will be included.

A searchable database of courses, programs and categories by category and user zip code.

Space for all program/course descriptions will be included.

Each school's pages and descriptions will be fully updateable by the school at all times.

Banner and website to be updated for each registration period.

Web site will be converted to and maintained as HTML/XML or other jointly approved Internet based language.

Courses will include course/class descriptions attached to course titles as hyperlinked or other acceptable linked objects.

The capability to email a generic user at the community school. This will not include the ability to register for a course.

Separate email addresses and mailboxes for each community school to use and access via the internet, where the generic emails will reside. Include storage space for one year's worth of email.

Add the capability to voluntarily collect email addresses and to be able to use them to send email notices about adult and community education programs and activities.

Keep existing Creole and Spanish buttons and brochure tag lines. Expand the Creole and Spanish translations to include the generic course descriptions for adult education courses, such as the GED, ESOL and Adult Basic Education.

### **9.3 Develop a revised marketing program:**

The Adult and Community Education program does not have the expertise to develop a comprehensive and executable revised marketing program. The market segments we serve vary widely. While a single marketing piece, such as the Community Educator brochure is valuable as



## REQUEST FOR PROPOSAL NO. 07C-002B.

a single reference point, it is not the only way to market to our potential audiences.

Consequently, we are requesting proposals to develop the points listed below. The development will consist of meetings with the Assistant Principals for Community Education and the District Office staff to develop a marketing program. The program would need to be fully developed over the course of the initial two years of this contract period. A fully developed program would consist of a manual which answers each of the points listed below, including the development of a component budget, time task calendar, suggested media, operational plans and evaluation instruments/plans.

The Adult and Community Education program would like the following points developed:

- Help determine how to change the media mix to maximize attendance in adult education classes
- Help determine how to change the media mix to maximize attendance in fee supported classes
- Help determine how best to use the internet for marketing purposes
- Help craft a standardized participant survey to use annually in the community schools (Used to determine classes to offer)
- Help develop a marketing campaign to attract adult and community education teachers
- Help develop an internal marketing campaign to raise the level of awareness of adult and community education
- Determine our unique selling position
- Develop a branding campaign
- Help us determine our market segmentation
- Help develop a retention campaign for adult education classes
- Help develop a retention campaign for community Ed classes

### **10.0 EVALUATION COMMITTEE MEETINGS**

- 10.1 As stated in Section 3.1 and Section 13.2, an Evaluation Committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per section 286.011, Florida Statutes, the Evaluation Committee meeting is open to the public. Notification of the Evaluation Committee's decision will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

### **11.0 PREPARATION AND SUBMISSION**

- 11.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all responsive information in your proposal. It is required that 7 copies of the proposal be submitted with the original proposal.
- 11.2 Title Page: Show the date; RFP number; RFP subject; and proposer's name, address, telephone number, and email address.
- 11.3 Table of Contents: Include a clear identification of the material by section and by page number.

## REQUEST FOR PROPOSAL NO. 07C-002B.

- 11.4 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.
- 11.5 Request for Proposal: Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 11.6 Experience and Qualifications of the Firm and Staff: State the experience your firm has had in the last three years with producing an advertisement program containing all facets of this request.

Submit samples of previous work similar to what is being requested or a prototype of what your brochure for Palm Beach County School District would look like.

State the names of the individuals, and the positions they will be assigned, for this contract. Include their resumes and expand on their experience in the area they will be serving. Identify the individual who will be assigned to this account as the coordinator to facilitate all facets of this project.

- 11.7 Approach / Methodology: Proposal should include details outlining exactly how your company will perform each of the four items required in this RFP (producing and distribution of brochure, postage costs, web component and assistance in developing a revised marketing program). The information should, at a minimum, include a prototypical time task calendar, a list of the service providers you will use, the number of account representatives to be assigned to service our account, a methodology for evaluating the effectiveness of the brochure and web component, a definition of the periods for the review of the effectiveness, your operational plans and what we need to provide to you and when you would need it.
- 11.8 Cost of Services: Complete Attachment G, Price Proposal, and **submit with your proposal**. The Price Proposal form uses an estimated quantity of brochures for cost evaluation only. The quantities to be mailed will vary each session and the District will only pay for the actual documented quantities each session. There shall be no allowance for spoilage. Payment for the quantity of brochures produced will be based on the quantity from the postage plus the overruns for each session.

Proposals should include any cost saving methods available to the District such as credit for undeliverable mail which is returned to the vendor each year. The proposer would document this by providing a list by zip code of the "undeliverable" addresses and deleting them from future mailings to save postage.

The District will issue a purchase order to cover the cost of production of brochures for each session after the awarded vendor has submitted documentation of actual number of brochures produced and delivered, including the quantity mailed and the overrun quantity delivered to various locations. Additionally, a separate purchase order will be issued to reimburse the vendor for the postage upon receipt of proper documentation from the awarded vendor, including but not limited to, documentation by zip code detailing the total number of brochures for each area by Saturation, High Density and Basic rates.

REQUEST FOR PROPOSAL NO. 07C-002B.

- 11.9 Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority, women, or disadvantage business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

- 11.10 Insurance: Provide proof of responder's insurance as required in Section 22.0 of this RFP or submit a letter of responder's intention to have the required insurance within ten days of notification by the District.

**12.0 ORAL PRESENTATION**

- 12.1 Responders who submit proposals in response to this RFP and are selected by the Evaluation Committee may be required to give an oral presentation of their proposal to the Evaluation Committee on November 29, 2006. This will provide an opportunity for responders to highlight their proposals. This is only a fact-finding and explanation session to assist the Evaluation Committee in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The presentations will be held at 3300 Forest Hill Blvd., West Palm Beach, FL 33406.

**13.0 PROPOSAL EVALUATION PROCESS:**

- 13.1 RFPs are received and publicly opened. Only names of respondents will be read at this time.
- 13.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 13.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.0 and rank all proposals accordingly.
- 13.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 13.5 The District reserves the right to negotiate terms and conditions, including price, with the highest rated proposer, and/or all proposers being considered for recommendation of award. If a mutually beneficial agreement with the first ranked proposer, or all proposers being considered for award, cannot be reached, the negotiation team reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached with the appropriate number of proposers to meet the needs of the District.

REQUEST FOR PROPOSAL NO. 07C-002B.

- 13.6 The recommendation of the evaluation committee will be reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.
- 13.7 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, School District of Palm Beach County, Florida.
- 13.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).
- 13.9 The Board will award or reject any or all proposal(s).

**14.0 EVALUATION CRITERIA**

The Evaluation Committee shall score all proposals received which meet the submittal requirements. The following factors will be considered in scoring the proposals received:

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm and Staff</u>	15
B. <u>Approach / Methodology</u>	35
D. <u>Cost of Services</u>	40
F. <u>Minority/Women Business Participation</u>	10
	<hr/>
Total	100

**15.0 CANCELLATION OF AWARD/TERMINATION**

- 15.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.
- 15.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.
- 15.3 The Contractor(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.
- 15.4 Cancellation of contract by Contractor may result in removal from proposer list for a period of three years.

REQUEST FOR PROPOSAL NO. 07C-002B.

**16.0 FUNDING OUT, TERMINATION, CANCELLATION**

- 16.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- 16.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 16.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 15.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period.

**“This written notification will thereafter release The School Board of Palm Beach County, Florida of all further obligations in any way related to such services covered herein”.**

- 16.4 This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for “funding out”.

**17.0 DEFAULT**

- 17.1 In the event that the awarded proposer(s) should breach the contract, the Board reserves the right to seek remedies in law and/or in equity.

**18.0 DEBARMENT**

- 18.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

**19.0 LEGAL REQUIREMENTS**

- 19.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter 435, Florida Statutes are precluded from providing services to the District and must be replaced. The proposer’s failure to comply may result in the immediate termination of the contract at the sole discretion of the District. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.



REQUEST FOR PROPOSAL NO. 07C-002B.

- 19.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**20.0 FEDERAL AND STATE TAX**

- 20.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

**21.0 CONFLICT OF INTEREST**

- 21.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

**22.0 INSURANCE REQUIREMENTS**

- 22.1 Proof of insurance must be furnished by the awarded proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the Board.
- 22.2 Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Karen Brazier, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.
- 22.3 Thirty days written notice must be provided to The School Board of Palm Beach County, Florida via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Purchasing Department.
- 22.4 The awarded proposers shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.
- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Chapter 440, Florida Statutes Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

REQUEST FOR PROPOSAL NO. 07C-002B.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the awarded proposer does not own any vehicles, the District will accept hired and non-owned coverage in the amounts listed above. In addition, the District will require an affidavit signed by the awarded proposer indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event the company acquires any vehicles throughout the term of the contract, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the contract.

**23.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- 23.1 Awarded proposers shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
  - C. liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.
- 23.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 23.3 This article will survive the termination of the contract.

**24.0 PUBLIC RECORDS LAW**

- 24.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person in accord with Chapter 119, Florida Statutes.

REQUEST FOR PROPOSAL NO. 07C-002B.

**25.0 PERMITS AND LICENSES**

- 25.1 The awarded proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the Board.

**26.0 INTELLECTUAL PROPERTY RIGHTS**

- 26.1 The awarded proposer(s) will indemnify and hold harmless, the Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the Board.

**27.0 COST INCURRED IN RESPONDING**

- 27.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

**28.0 SUB-CONTRACTS**

- 28.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-Contractor(s) and the Board.
- 28.2 The proposer(s) will be fully responsible to the Board for the acts and omissions of the subcontractor(s) and their employees.
- 28.3 After award of contract, any changes in subcontractors or subproposers requires prior Board written approval.

**29.0 INDULGENCE**

- 29.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

## REQUEST FOR PROPOSAL NO. 07C-002B.

### **30.0 JOINT PROPOSAL**

- 30.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising out of the contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

### **31.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

- 31.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-Contractors in contracting opportunities.
- 31.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). **ATTACHMENT A.**
- 31.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – **ATTACHMENT B.** This form must be submitted with all requests for payment.
- 31.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.



## REQUEST FOR PROPOSAL NO. 07C-002B.

- 31.5 The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as an M/WBE firm.
- 31.6 The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 31.7 School District M/WBE Supplier Graduation – Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

### **32.0 CONTRACT OR BID REQUIREMENTS**

- 32.1 As part of its bid or proposal, bidder or proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

### **33.0 CONTRACT DISCLOSURE**

- 33.1 Upon the District's request, and upon the filing of a complaint against proposer pursuant to Palm Beach County School Board Policy 6.144, proposer agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the Palm Beach County School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by proposer for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

### **34.0 THE JESSICA LUNDSFORD ACT**

- 34.1 All contract personnel (vendors, individuals, or entities) under contract with the Board, who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by the Contract until Contractor receives notice of clearance by the District.



## REQUEST FOR PROPOSAL NO. 07C-002B.

Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

### **35.0 DISQUALIFYING CRIMES**

- 35.1 The proposer certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, proposer certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.
- 35.2 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 35.3 The Contractor or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The Contractor must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the Contractor to comply as a breach of contract and immediately terminate the services of the Contractor.

### **36.0 USE OF OTHER CONTRACTS**

- 36.1 The District reserves the right to utilize any other District contract, any State of Florida contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or Florida Department of Education Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this RFP if it is in its best interest to do so.

### **37.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

- 37.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.
- 37.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

REQUEST FOR PROPOSAL NO. 07C-002B.

**38.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 38.1 Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 19.1.
- 38.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 38.3 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.
- 38.4 If any employee of an independent Contractor or sub-Contractor is found to have brought a firearm on District property, said employee will be terminated from the Board project by the independent Contractor or sub-Contractor. If the sub-Contractor fails to terminate said employee, the sub-Contractor's agreement with the independent Contractor for the Board project shall be terminated. If the independent Contractor fails to terminate said employee or fails to terminate the agreement with the sub-Contractor who fails to terminate said employee, the independent Contractor's agreement with the Board shall be terminated.
- 38.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

**39.0 AGREEMENT**

- 39.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the Board. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

**40.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS**

- 40.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3<sup>rd</sup> Floor, A-Wing, Suite A-323, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

REQUEST FOR PROPOSAL NO. 07C-002B.

**41.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

- 41.1 RFP recommendations and tabulations will be posted at the Fulton Holland Educational Services Center, Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL, on December 5, 2006 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.
- 41.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.
- 41.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

**PRICE PROPOSAL**

Proposals may be submitted for all items or any Section

Section 1. (a) 600,000\* each **Brochures**, per specifications in Section 9.1 Price must include total production and distribution costs, EXCLUDING POSTAGE.

\*This is an estimate and the District will only pay for the actual number of brochures mailed and delivered to other designated locations. No allowance will be made for spoilage.

\$11,108 per 4 page tabloid X 600,000 = Total per session \$88,864

9,505 overruns = \$1,406 per session X 3 = Total \$4,218

\$88,864 total per session X 3 sessions = Total \$266,592

**Annual Total \$270,810**

\*Based on 32 pages

**Note:** The per 4- pages cost will be used to recalculate the total cost of each brochure in the event the total page count increases or decreases any time during this contract or contract renewal periods.

1. (b) 566,000 each **Postage**, per specifications in Section 9.1 Quantity will vary and the District will only pay for actual documented quantity mailed.

\$.084 per brochure Total per session \$47,544

\$47,544 total per session X 3 sessions = Annual Total \$142,632

\*Note average mailed is 590,355

\*See sample of last mailed cost

Section 2. 3 each **World Wide Web Component**, per specifications in Section 9.2

\$ N/C per registration period X 3 sessions/year = Annual Total \$ N/C

Section 3. 1 lot **Development of a revised marketing program**, per specifications in Section 9.3. The cost shall be firm for the development phase. In the event that a revised marketing plan is finalized and the decision is to move forward with additional products or services, a fee for such items could be negotiated with the awarded proposer and District staff.

**Total \$ N/C**

**RETURN THIS PAGE WITH YOUR PROPOSAL**

RFP07C-002B

Price Proposal Submitted by: Joyce Miller (The Florida Pennysaver)

## **Addendum to Cost of Services:**

### **Item #1**

Printing/Distribution

Tabs are printed in four page increments.

### **Item #2**

Postage – The US Post Office raised their rates effective January 8, 2006. See enclosed rate sheet. As stated in methodology, the price on the Cost of Service page will vary due to time of year and households that are occupied/unoccupied.

Based on the Fall 2006 mailing that included 590,355 addresses, the average postage cost per piece was \$0.084. Of the total pieces:

89.07%	(525,802)were Saturation at	\$.083 per piece
10.89%	(64,302)were High Density at	\$.089 per piece
0.04% (251)	were Basic at	\$.107 per piece

**See attached explanation of Cost of Services for mailing.**

**All prices are guaranteed with the exception of postage.**