

School District of Palm Beach County FL



Solicitation No. 09C-017H

Request for Proposal Replacement of Kids Care After School Accounting Software

RESPONSES ARE DUE PRIOR TO:

Jun 29, 2009 2:00:00 PM EDT

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.bidsync.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeach.k12.fl.us/Bids/purch/info/equity_coordinators.pdf

Bid 09C-017H Request for Proposal Replacement of Kids Care After School Accounting Software

Bid Number 09C-017H
Bid Title Request for Proposal Replacement of Kids Care After School Accounting Software

Bid Start Date Jun 1, 2009 3:58:07 PM EDT
Bid End Date Jun 29, 2009 2:00:00 PM EDT
Question & Answer End Date Jun 18, 2009 5:00:00 PM EDT

Bid Contact John Collins
Purchasing Agent
Purchasing
561-434-8213
collinsjoh@palmbeach.k12.fl.us

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for See Term of Contract

Bid Comments *THIS IS A NO FEE Request for Proposal.

The mileage radius selected is used only to help in establishing a mailing list for the District, and is by no means meant to discourage any bidders from bidding who may be outside the selected mile radius.

Item Response Form

Item 09C-017H-1-01 - .
Quantity 1 each
Prices are not requested for this item.
Delivery Location School District of Palm Beach County FL
No Location Specified

Qty 1

Description
Upload your proposal using the Attachment option (Upload Attachment).

Please call BidSync Support at
1-800-990-9339 ext. 1 for assistance.

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Blvd, Suite A-323
West Palm Beach, FL 33406-5813**

**REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM**

This proposal must be submitted to BidSync for the School District of Palm Beach County, Purchasing Department, no later than the time stated on the RFP. Proposals are due and will be opened at this time.

<u>Anti-Collusion Statement / Public Domain</u>
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 electronically 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 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.

RESPONDER(S) (firm name):

STREET ADDRESS:

CITY & STATE:

ELECTRONIC SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: DATE:

CONTACT PERSON:

CONTACT PERSON'S ADDRESS:

TELEPHONE: FAX: TOLL FREE:

E-MAIL ADDRESS: INTERNET URL:

RESPONDER(S) TAXPAYER IDENTIFICATION NUMBER:

SCHOOL BOARD OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR AFTERSCHOOL ACCOUNTING SOFTWARE 09C- 017H

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for Afterschool Accounting Software to 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 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.
- 1.3 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 Monday, June 29, 2009. Proposals must be transmitted electronically to BidSync at www.bidsync.com.
- 2.2 BidSync will not allow Proposals to be submitted after the closing date and time. Hard copy proposals will not be accepted.
- 2.3 All proposals must be signed electronically by an officer or employee having authority to legally bind the Proposer(s).
- 2.4 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 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.
- 2.5 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Board.
- 2.6 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 120 days, to provide the District with the services specified in the proposal.
- 2.7 **Note to all responders: Please provide a link to the software package being proposed per instructions indicated in item 9.7 of this packet. Failure to provide a link may result in the software package not being considered**

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).

June 18, 2009	Deadline for submission of question on Bidsync at 5:00 PM.
June 29, 2009	Proposals due no later than 2:00 PM EST.
July 7, 2009	*Evaluation Committee Meeting
July 7, 2009	Posting of Recommendation.
August 20, 2009	* Recommend proposer(s) to The School Board of Palm Beach County for approval.

* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers through BidSync.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

4.0 AWARD

- 4.1 The Board reserves the right to accept or reject any or all proposals.
- 4.2 The Board, through its designee(s), 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 Board, through its designee(s), reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary.
- 4.4 The Board, through its designee(s), reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The Board, through its designee(s), 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) reject any and/or all items proposed or award to multiple proposers.
- 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 deeming all proposals responsive, and assigning work to any firm deemed responsive.
- 4.7 The Board, through its designee(s), reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

5.0 TERM OF CONTRACT / RENEWAL

- 5.1 The term of the contract shall be for one year from the date of award, and may, by mutual agreement between the Board and the contract awarded proposer(s), 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 contract awarded proposer(s) prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The contract awarded proposer(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The contract awarded proposer(s) agrees to this condition by signing its proposal.

6.0 RFP INQUIRIES

- 6.1 Any questions concerning conditions and specifications must be submitted on BidSync no later than 5:00 p.m. EST, Thursday, June 18, 2009. Only questions submitted through BidSync will be answered John H. Collins 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 John H. Collins 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.
- 6.2 If necessary, an addendum will be distributed by BidSync 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 RFP, or by addendum to this RFP, or by negotiated terms will be binding on the Board.

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. To submit this document, you must print, complete, notarized and re-upload it to BidSync. This form is located at the end of this document.

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.
- 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 Board or to adhere strictly to the requirements of statutes and State Board 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 The Department of Afterschool Programming, School District of Palm Beach County is seeking to replace its existing accounting software program with a system that can be integrated with the School District's current accounting system.

9.2 The requirements the District has regarding this product are:

9.2.1 From Parental View:

1. User friendly, intuitive screens made easy to learn and easy to use
2. Capability to make payment for multiple children at different schools
3. Availability of Spanish and/or English option
4. Capability to display payment history detail
5. Capability to display detailed transaction history, available by sort – e.g. school, date range, name etc.
6. Capability to view student's balance on account
7. Capability to pay fees with credit/debit card through secure network

9.2.2 From Administrative View:

1. User friendly, intuitive screens made easy to learn and easy to use
2. Availability of real-time processing for payments
3. Availability of consolidated reports
4. Capability to customize reports – e.g. an easily programmable system that an entry level programmer can manipulate
5. Capability to download reports into excel/csv format
6. Ability to link Chart of accounts specified fees
7. Ability to transfer funds to bank account(s) designated by the District
8. Flexibility over design/layout options (category, amount limit, etc)
9. Integration with internal systems (listed in Additional Information section) from vendor
10. Availability of technical support

9.3 **ADDITIONAL INFORMATION:**

9.3.1 The School District of Palm Beach County is the 5th largest school district in Florida and the 11th largest in the nation, according to the National Center for Educational Statistics. Approximately 168,500 students were enrolled in the 185 schools in Palm Beach County during the 2008 fiscal year.

9.3.2 There are over 16,000 students enrolled in 94 Afterschool programs district-wide.

9.3.3 The demographics of the school district reflect Palm Beach County's cultural diversity. For example, students speak 135 languages and dialects – English being the second language for more than 23,000 students.

9.3.4 Any proposer and/or awarded recipient must acknowledge and agree to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal laws relating to the confidentiality of student records.

9.3.5 The District is legally responsible for providing a full range of educational programs in Palm Beach County. These programs include Early Childhood, Kindergarten through 12th grade, Basic Regular and Enriched Programs, Exceptional Student Education, Vocational Education, Adult Education and specialized instruction, in areas such as English proficiency for speakers of other languages.

- 9.4 Systems: The following systems are currently used at SDPBC:
- 9.4.1 SchoolCash.net – School Activities
 - 9.4.2 CashlessSchools.com – Online Payment Systems
 - 9.4.3 Peoplesoft
- 9.5 Proposed pilot phase roll-out
- 9.5.1 Pilot ten (10) schools – September, 2009
 - 9.5.2 Implementation in all Afterschool programs – January, 2010
- 9.6 Software should provide for the following requirements.
- 9.6.1 Subsidies: The District accepts many different subsidy/scholarship programs where parent fees can range from \$0 to \$6 per day.
 - 9.6.2 Parents have choices of programs available:
 - 1. Morning care – Hours varies from school to school, 1 hour, 1 ½ hours, 2 hours
 - 2. Part time – 2:00 to 4:00 PM
 - 3. Full time – 2:00 to 6:00 PM
 - 9.6.3 General attendance is taken on a daily basis. Additional monthly attendance records must be kept for the various subsidies/scholarship programs.
 - 9.6.4 Individual student sign-in and/or sign-out reports, requiring parent signatures daily are kept on a monthly basis.
 - 9.6.5 Afterschool fees are charged monthly, based on an hourly fee. The monthly fee is determined by the number of school days each month.
 - 9.6.6 Other fees, such as snacks, special activities, are charged at most schools.
 - 9.6.7 Special needs students are identified.
 - 9.6.8 Security log
 - 9.6.9 Additional Features:
 - 1. Email accessibility to and from parents
- 9.7 **SCENARIOS TO BE USED TO EVALUATE SOFTWARE – Note to all responders: Please provide a link to the software package being proposed in order that the following items may be evaluated. Failure to provide a link may result in the software package not being considered.**
- 9.7.1 Scenario 1
 - 1. Mrs. Jones has two (2) children. Her daughter Mary is enrolled at Red Elementary and her daughter Molly is enrolled in Blue Elementary School.
 - a. View their balance.
 - b. Make a payment for both students.

- c. View the transaction and payment history.

9.7.2 Scenario 2

1. Mr. Smith's son has been attending Afterschool in the part time program. Mr. Smith has already paid the fees this month. The subsidizer FC has picked them up as of the 20th of the month. The parent fee is now \$1.80 a day. All subsidized students are automatically entered into the full time program.
 - a. Adjust the account to reflect the changes.

9.7.3 Scenario 3

1. Subsidizer FC has sent the check for last month's fees.
 - a. Enter FC check

9.7.4 Scenario 4

1. Subsidizer FC has set up an automated deposit of last month's fees.
 - a. View the automated deposit to check for accuracy.

9.7.5 Scenario 5

1. It is two days before school starts. At the open house, the afterschool director is taking registrations.
 - a. Add new students, with and without siblings
 - b. Receive a registration fee of \$25 with cash and/or check
 - c. Charge the appropriate accounts for the \$25 registration fee.

9.7.6 Scenario 6

1. Mrs. Thompson's daughter is a full time student receiving an FC subsidy. Her parent fee is \$.90 a day. After re-determination, FC has determined the new parent fee is \$1.20 per day, effective the 14th of last month.
 - a. Adjust the account to reflect the changes.

9.7.7 Scenario 7

1. Display / Print an attendance record of all FC students for this month

9.7.8 Scenario 8

1. Display / Print a list of all students with birthdays this month.

9.7.9 Scenario 9

1. It is September 20. Fees have been paid for the month. The schools closed for three days, September 17, 18 and 19, because of Hurricane Maxine.
 - a. Credit the appropriate accounts for three days.

9.8 ADDITIONAL INFORMATION TO BE INCLUDED IN YOUR RESPONSE

9.8.1 General

1. Describe the registration process for parents to setup their profile online.
2. Will there be an automated phone line which can be used to register or make payments?
3. Will parents be able to register for multiple children at different locations?
4. Are the screens intuitive and user friendly (i.e. easy to understand and follow)?
5. What security information will be required for a parent to add a student to their account (i.e. student id or date of birth)?

6. Is there a method for non-English speaking parents to be able to access activity as well as make prepayments?
7. Will the District have control over any additional content posted to the website such as a message board for parents to view?
8. Describe how your system allows access to records from previous years. How many years of records will the system handle?
9. Will they offer check or debit payment as well as credit payments?
10. How are refunds handled in the system? Charge backs? Are they immediately visible in the parent's online account history?
11. Describe your institution's "Funds Availability" policy. What is the typical length of time until District funds are deposited to the SDPBC's designated bank account(s)?
12. List all accepted credit cards, such as Visa, MasterCard, Discover, American Express etc.
13. Are there marketing services offered to inform parents of the new service?
14. Do you provide a guarantee against "down time" in your service? Please describe and include a copy of your current Service Level Agreement (SLA).
15. Will the parents need to register your site as a trusted site on their personal computer in order to access it? What are the minimum hardware requirements to ensure your system's compatibility, reliability etc? Are there any restrictions/limitations with Mac's?
16. How will the afterschool director and school treasurer identify the payment made on the web to the student?
17. Are the reports available for the afterschool director standard or customized?
18. How will the afterschool director issue a refund for a payment made online?
19. Will the parent be able to view multiple children on line when making a payment?
20. Is the payment and transaction history available for parents to view? If so, for how long?
21. During checkout, is the parent able to review the information before final submission?
22. Provide a step by step outline for the following:
 - a. Setting up Afterschool fees on the student accounting software and on the web
 - b. Issuing a check.
 - c. Processing a multiple cash/check deposit
 - d. NSF checks
 - e. Bank charges
 - f. Corrections
23. Is a consolidated 1099 report available?
24. How is security access in the system provided?
25. Is there an audit trail component in the system keeping track of date, time, user, original value, etc of all additions, changes and deletions to data? Audit trail of all changes to system setup and configuration tables?
26. Will each school have access only to its database?

9.8.2 Reporting Criteria

1. If a parent does not elect to make a payment on line, but makes a payment with cash through the school, will the parent be able to go on line and view their payment?

2. Will the administrative staff be able to modify reports based on their specific needs?
3. Are reports available to consolidate at a district-wide level?
4. Provide any formatted reports interfaced by your system with Peoplesoft, Cash.Net Information/Technology/Security.
5. Is your Data Center N+1 or better?
6. Do you follow ITIL? If not, what process do you use?
7. Do you use redundant Internet connections? If so, who are your providers? And what are their sizes?
8. Include copies of the most recent IT audit with the quote.
9. What encryption methods are used?
10. Is sensitive application data encrypted at rest?
11. Is sensitive application data encrypted in transit?
12. Are encryption keys securely stored?
13. Are the cryptographic modules FIPS-140 compliant using the National Institute of Standards and Technology's FIPS 140-1 and FIPS 140-2 Vendor List at <http://csrc.nist.gov/cryptval/>?
14. Is the payment application service provided by your company listed on VISA's list of validated payment application, which is used to assess compliance of Payment Application Best Practices (PABP)? http://usa.visa.com/merchants/risk_management/cisp_payment_application_s.html If so, please list name of application and validation date.
15. Is the connection to database encrypted?
16. Does the application adequately log security-relevant events? Examples:
 - a. User ID of user or process ID of process causing the event
 - b. Success or failure of attempt to access security file
 - c. Date/time of event
 - d. Type of event
 - e. Success or failure of event
 - f. Seriousness of event violation
 - g. Success or failure of login attempt
 - h. Denial of access resulting from excessive number of login attempts
 - i. Blocking or blacklisting of UserID, terminal, or access port, and reason for the action

9.8.3 Activities that might modify, bypass, or negate security safeguards controlled by the application.

1. Does application log all access to sensitive data in an individually identifiable way?
2. Describe how your system uses security and how it is used.
3. Describe what levels of access the software provides with regard to viewing and entering data. Can access be defined limited by user defined parameters? For example, district level, site level, or individual level by directors, and administrators might define access. Additionally, can individual fields be secured from a variety of users? How is it accomplished? What is the average time frame involved in setting up security? Can security be change or modified quickly?

9.8.4 Company Information

1. Describe the organization, date founded, ownership, and other business affiliations (please provide tax id, number and location of affiliated offices)
2. Provide the address of the office location(s) that will service the account (including account management and technical support).

3. Describe the experience of the company in providing similar services for public clients.
4. Describe your firm's experience in electronic payment processing, including the number of years you have provided this service, the number of schools you currently service, and the average volume of individual transactions processed daily.
5. Describe your staffing plan for continuous support of the District's account, including hours of operation, request response time, etc.
6. Describe your external audit processes and the nature of your internal control procedures. Include a copy of your external audit on controls and processes.
7. What percentage of your annual budget is attributed to the research and development of the database program described in this RFP? Explain the firm's short-term and long-term goals relating to this product and service.
8. How are system updates handled with the administrative staff?
9. Describe your training policies and rates. What is your practice of offering training on the initial installation and operation of a new system? What about future training?
10. In addition to initial training, are operating manuals and/or reference materials available on site for all staff that uses the system? Are they user-friendly and understandable? How many copies are available at each site? What is the cost for additional manuals and reference documents? Will manuals be provided in electronic form also, e.g. Adobe's PDF format?
11. What kind of "Help" menus are built into the system? What tools are available that empower the users to use the system?
12. Will Technical support be 100% in house, i.e. no outsourcing? Will the District have a dedicated team/person during implementation and post op?
13. Will there be toll-free technical support available? What are the hours of operation? E.g. 24hrs/7, 8am to 6pm EST etc.?
14. Describe your company's competitive advantage as to why you would be the best option for the District.
15. Describe your company's experience with interfacing your payment solution with the District's current systems (Cash.Net, and PeopleSoft).

9.8.5 Installation Plan

1. Based on the proposed pilot phase roll-out schedule, provide a time and activity detailed schedule of your implementation process.
2. Describe your implementation plan for the installation and the team used for this process.
3. Has your company handled an installation similar to the District's size, needs and background? If so, please provide the name of the client(s).

9.8.6 References

1. Provide the following information on at least three (3) current clients for whom similar services as described in this request have been provided over the last 3 years:
 - a. Company Name
 - b. Contact Name
 - c. Address
 - d. Telephone Number & email address
 - e. Services Provided
 - f. Length of Relationship

- g. These references may be contacted to verify Proposer's ability to perform the services. The District reserves the right to use any information or additional references deemed necessary to establish the ability of the Proposer to perform the conditions of the contract.)

9.8.7 Provide the following information on at least one former client for whom similar services as described in this request have been provided within the last 3 years:

1. Company Name
2. Contact Name
3. Address
4. Telephone Number & email address
5. Services Provided
6. Length of Relationship
7. NOTE: This reference may be contacted to verify Proposer's ability to transition out services. The District reserves the right to use any information or additional references deemed necessary to establish the ability of the Proposer to perform the conditions of the contract.)

10.0 EVALUATION COMMITTEE MEETINGS

10.1 As stated in Section 3.1 and Section 14.2 the 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 Please note that BidSync will not allow a proposal to be submitted until all attachments have been opened by the proposer (some requiring completion) on www.bidsync.com.
- 11.2 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Please upload your proposal in one Document. **It is required that your information be uploaded to BidSync. Please contact BidSync at 800-990-9339 ext. 1 if you require assistance with document upload.**
- 11.3 Title Page: Show the date; RFP number; RFP subject; and proposer's name, address, telephone number and email address.
- 11.4 Table of Contents: Include a clear identification of the material by section and by page number.
- 11.5 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.
- 11.6 Request for Proposal: Complete the Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 11.7 Experience and Qualifications of the Firm: State the experience your firm has had in the last three years with afterschool accounting software.
- 11.8 Qualifications of Staff: Give the names of individuals who will be assigned to the contract, if awarded to proposer, and include their resumes and expand on their experience in the area they will be serving.

- 11.9 Approach / Methodology: Describe your approach and methodology for efficiently and effectively fulfilling Section 9.1 of the Scope of Services. Provide answers for all questions and provide requested information listed in Section 9.0.
- 11.10 Time of Completion: State your ability to meet the time requirements.
- 11.11 Cost of Services: Provide detailed cost information for completing Section 9.1 and defined in Section 9.0.
- 11.12 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 or women 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

- 11.13 Insurance: Provide proof of contract awarded proposer(s) insurance as required in Section 24.0 of this RFP or submit a letter of contract awarded proposer(s) intention to have the required insurance within ten days of notification by the District.

12.0 PROPOSAL EVALUATION PROCESS:

- 12.1 RFPs are received and publicly opened. Only names of responders will be read at this time.
- 12.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 12.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 15.0, and rank all proposals accordingly.
- 12.4 The Evaluation Committee reserves the right to interview any personnel who may administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 12.5 The Evaluation Committee or its designees reserve the right to negotiate further terms and conditions, including price with the highest ranked proposer. If a mutually beneficial agreement with the first ranked proposer or all proposers being considered for award cannot be resolved, the Evaluation Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until an agreement is reached with the number of programs required to meet the needs of the District.

- 12.6 The results of the Evaluation Committee’s evaluation and ranking is reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.
- 12.7 The Purchasing Department will prepare and submit an agenda item to the District’s Superintendent of Schools.
- 12.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).
- 12.9 The Board will award or reject any or all proposal(s).

13.0 EVALUATION CRITERIA

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

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u>	15
B. <u>Qualifications of Proposer’s Staff</u>	15
C. <u>Approach / Methodology</u>	20
D. <u>Time of Completion</u>	10
E. <u>Cost of Services</u>	30
F. <u>Minority/Women Business Participation</u>	10
Total	
	100

14.0 CANCELLATION OF AWARD/TERMINATION

- 14.1 In the event any of the provisions of the contract are violated by the awarded vendor, the Superintendent or his designee will give written notice to the vendor(s) stating the deficiencies, and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder, the Board 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.
- 14.2 The Board, 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 Board will be relieved of all obligations under said contract. The District will only be required to pay to the awarded vendor(s) that amount of the contract actually performed to the date of termination.
- 14.3 The contract awarded responder(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.

- 14.4 Cancellation of contract by contract awarded responder(s) may result in removal from proposer list for a period of three years.

15.0 FUNDING OUT, TERMINATION, CANCELLATION

- 15.1 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 contracts.
- 15.2 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.
- 15.3 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 16.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination,
 - b. That the School Board will not replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period, and
 - c. 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 and equipment covered herein.
- 15.4 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".

16.0 DEFAULT

- 16.1 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.

17.0 DEBARMENT

- 17.1 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.

18.0 ANTI-DISCRIMINATION

- 18.1 The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

- 18.2 The Proposer shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

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 Board Policies that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to 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 Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.

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 District's Purchasing Department, ATTN: John H. Collins, 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 District 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 Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers 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.**

The minimum limits of coverage shall be \$1,000,000.00 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 \$1,000,000.00 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.

- D. **PROFESSIONAL LIABILITY:** The awarded proposer shall procure and maintain Professional Liability Insurance for the life of the contract, plus two years after completion. This insurance shall provide coverage against such liability resulting from the contract. The minimum limits of coverage shall be \$1,000,000.00 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured.

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 School 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. The Board may unilaterally cancel the contract for refusal by contract awarded proposer(s) to allow public access to all documents, paper, letters, or other material made or received by the contract awarded proposer in conjunction with the contract to the extent required by Chapter 119, Florida Statutes. The Board may terminate any contract with a responder if the responder refuses to allow public access to documents made or received from the Board unless such documents are exempt from Public Record Disclosure.

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 subcontractor(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 subcontractor or sub-proposers requires prior Board written approval.

29.0 INDULGENCE

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

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 subcontractor 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). See Attachment.
- 31.3 Inquiries regarding listings of District and State Certified Minority and Woman 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 or woman sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – See Attachment.. 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.
- 31.5 The Board 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 School District of Palm Beach County Office of Diversity in Business Practices. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a 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 and/or consultants.
- 31.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the District. 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.

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

32.0 CONTRACTOR RFP REQUIREMENTS

- 32.1 As part of its proposal, proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against proposer in a legal or administrative proceeding alleging that 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 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 proposer has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined School Board Policy [6.143](#), including the total dollar amount paid by proposer for each subcontract or supply contract. Proposer agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Proposer understands and agrees that a 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 LUNSFORD ACT

- 34.1 All contractors who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Vendor 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 Level 2 FDLE background check, and FBI screening including fingerprinting by the School District's Police Department, at the sole cost of Vendor. The report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Vendor shall not begin providing services contemplated by this Agreement until Vendor receives notice of clearance by the School District and is issued School District badges. Compliance requiring all vendors to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the Vendor 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 this 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 RFP 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 contract awarded proposer(s) or any subcontractors shall not employ any persons with multiple felonies and / or crimes against children. The contract awarded proposer(s) 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 contract awarded proposer(s) to comply as a breach of contract and immediately terminate the services of the contract awarded proposer(s).

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 RFP agreement, or to directly negotiate/purchase per School Board policy and/or State Board of Education 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 solicit 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.

38.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 38.1 Possession of firearms will not be tolerated in or near school buildings, 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 21.1.
- 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 If any employee of an independent proposer or contractor is found to have brought a firearm in a District building, said employee will be terminated from the Board project by the independent proposer or contractor. If the proposer fails to terminate said employee, the proposers contract with the Board shall be terminated.
- 38.4 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 BidSync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3rd 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 School Board rules, regulations and policies.

41.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 41.1 RFP recommendations and tabulations will be posted electronically with BidSync and 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 Tuesday, July 7, 2009, 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, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. 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 in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
- 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 Board 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 Board 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.

SAMPLE CONTRACT

ATTACHMENT E

CONTRACT BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

This contract entered into this ____ day of _____, 200_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and _____, located at _____, (hereinafter referred to as the "Contractor") to provide _____.

SECTION I - Term of Contract

This contract shall be for the period beginning _____, 200_ through _____, 200_. The contract may be renewed for _____ additional one-year periods at the annual anniversary date. The contract will not extend beyond the _____ year.

SECTION II - Services

The Contractor shall provide _____ per specifications in RFP No. and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP, if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP and awarded for _____ for the School Board.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be provided to the Contractor at least 30 days prior to the effective date of termination, and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of termination of the contract. The School Board shall establish the termination date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this contract are the terms and conditions as described in the Request for Proposal, RFP #, which are incorporated by reference herein and made a part hereof.

SECTION V – Indemnification/ Hold Harmless Agreement

Contractor shall, in addition to any other obligation to indemnify the School Board, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School 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 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 Contractor or any subcontractor or other party performing the work.

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 Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the expiration and/or termination of this contract.

SECTION VI - Insurance

Insurance will be required as stated in RFP. The School Board of Palm Beach County, Florida shall be named as an additional insured.

SECTION VII – Cancellation of Award/Termination

In the event any of the provisions of this contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies, and unless the deficiencies are corrected within ten (10) days of such notice, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board 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.

The School Board, reserves the right to terminate any contract 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 School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

The Contractor 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.

Cancellation of contract by Contractor may result in removal from responder list for a period of three years.

SECTION VIII - Funding Out, Termination, Cancellation

Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all contracts in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this contract:

The School Board may, during the contract period, terminate or discontinue the services covered in this contract for lack of appropriated funds upon the same terms and conditions as set forth in Section VII 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 contract from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of all further obligations in any way related to such services covered herein”.

This completed statement must be included as part of any notice of termination.

SECTION IX – Jessica Lunsford Act

All contract personnel (vendors, individuals, or entities) under contract with the School 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 this Agreement until Contractor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not 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 this contract.

SECTION X - Default

In the event that the Contractor should breach this contract the School Board reserves the right to seek remedies in law and/or in equity.

SECTION XI - Debarment

The School 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.

SECTION XII – Federal and State Tax

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 Contractor. Contractors doing business with the School Board will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor will any responder be authorized to use the District's Tax Exemption Number in securing such materials.

SECTION XIII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION XIV - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this contract, venue shall lie in Palm Beach County, Florida.

This contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This contract is binding on the parties hereto, their heirs, successor and/or assigns.

Section XV

Should either party breach this contract, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(TYPE IN CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: _____

BY: _____

William G. Graham, Chairman

WITNESS: _____

Date

WITNESS: _____

Attest: _____

Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: _____

BY: _____

Attorney

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. _____ Project No./ Title _____

Corporate Name _____

Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____ ("Corporate Representative") this _____ day of _____, 200 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is 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: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

Name	Address	Percentage
For Whom Held	Address	Percentage
For Whom Held	Address	Percentage

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 200 __, by _____. Such person(s). (Notary Public must check applicable box):

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)

THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's 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. Give 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), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDORS SIGNATURE

DATE

COMPANY NAME

Must be executed and returned with attached bid at time of bid opening to be considered.

School District of Palm Beach County
MINORITY CERTIFICATION INFORMATION

* Check here if N/A: . Form **must be submitted** to bidsync.com.

Minority Certification applications are available through the Minority Business Enterprise located at: Office of Diversity in Business Practices School District of Palm Beach County 3300 Forest Hill Boulevard, Suite A-106 West Palm Beach, FL 33406-5871 Phone: (561) 434-8508 http://www.palmbeach.k12.fl.us/mwbe	
Are you a minority vendor certified by: (Check if appropriate)	
Palm Beach County School District <input type="checkbox"/>	
State of Florida <input type="checkbox"/>	
If yes, expiration date <input style="width: 100px;" type="text"/>	
Minority Classification <input style="width: 100px;" type="text"/>	
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:	
<u>Vendor</u>	<u>Estimated Dollar Value</u>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

Letter of Intent
Minority/Women Business Enterprise (M/WBE) Subcontractor Participation

Form must be submitted to BidSync.com Check if not applicable

BID/RFP/RFI/ITN or Project Name

BID/RFP/RFI/ITN or Project #

Name of Bidder/Responder

The undersigned intends to perform work with the above project as *(check one)*

- Individual Partnership Corporation Joint Venture

** If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above project as *(check one)*

- Subcontractor Subconsultant Manufacturer Supplier

- The undersigned is: Certified with the School District of Palm Beach County M/WBE Coordinator
 Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is *(check only one in each applicable column)*:

- | | | |
|--|--|-------------------------------------|
| Column 1 | Column 2 | Column 3 |
| <input type="checkbox"/> African American | <input type="checkbox"/> Native American | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian American | <input type="checkbox"/> American Female | <input type="checkbox"/> Male |
| <input type="checkbox"/> Hispanic American | | <input type="checkbox"/> Physically |

PARTICIPATION: The undersigned intends to perform the following work in connection with the above project.

Item #	CONTRACT (Trade) Items (Description/Division)	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE subcontractor, the amount of any such subcontract must be stated \$

Name of M/WBE Subcontracting Firm

Name and Position (type or print)

PBSD 1525 (Rev. 2/6/2009) ORIGINAL – Office of Diversity in Business Practices

**School District of Palm Beach County
Minority Women Business Enterprise (M/WBE)
Subcontractor Participation Summary**

* Check here if N/A: € . Form [must be submitted to bidsync.com](http://bidsync.com).

BID/RFP or Project Name

BID/RFP or Project Number

Total Bid (Base and Alternatives)

TO DIRECTOR OF PURCHASING DEPARTMENT

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
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<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>

Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates) %

Contracting Firm Name

Name and Position (type or print)

SIGNATURE

DATE

Question and Answers for Bid #09C-017H - Request for Proposal Replacement of Kids Care After School Accounting Software

OVERALL BID QUESTIONS

Question 1

Do we have to demo a package specific for your school or can we demo a school that has a package written in the language we wish to introduce? (Submitted: Jun 11, 2009 1:07:08 PM EDT)

Answer

- Currently, demos are not being requested in the RFP. Please refer to Sections 2.7 and 9.7: "Note to all responders: Please provide a link to the software package being proposed in order that the following items may be evaluated. Failure to provide a link may result in the software package not being considered." (Answered: Jun 17, 2009 2:02:33 PM EDT)

Question 2

We wish to introduce a package that was specifically written for the AS400/ISeries, which has been around for 20 years. Do you want it to interface with schoolcash.net, cashlesschools.com, if so, what language are those written in? (Submitted: Jun 11, 2009 1:09:08 PM EDT)

Answer

- Please refer to Section 9.4, "Systems: The following systems are currently used at SDPBC.
9.4.1 SchoolCash.net – School Activities
9.4.2 CashlessSchools.com – Online Payment Systems
9.4.3 Peoplesoft
SchoolCash and CashlessSchools are written with ASP.NET using the C# language. Javascript is also used.
(Answered: Jun 17, 2009 2:02:33 PM EDT)

Question 3

What is the model for the AS400/ISeries you have? (Submitted: Jun 11, 2009 1:09:38 PM EDT)

Answer

- The School District does not have an AS400/I Series model. (Answered: Jun 17, 2009 2:02:33 PM EDT)

Question 4

Bid specs states that you will not need pricing currently. Is this only for package? (which will be tailored to you needs) Will you need pricing for anything when submitted? (Submitted: Jun 11, 2009 1:13:56 PM EDT)

Answer

- Please refer to Section 11.11, "Cost of Services: Provide detailed cost information for completing Section 9.1 and defined in Section 9.0." (Answered: Jun 17, 2009 2:02:33 PM EDT)

Question 5

You have provided Scenarios, which can all be coded. Will we need to address each scenario for submission? (Submitted: Jun 11, 2009 1:16:12 PM EDT)

Answer

- Please refer to Sections 2.7 and 9.7: "Note to all responders: Please provide a link to the software package being proposed in order that the following items may be evaluated. Failure to provide a link may result in the software package not being considered." (Answered: Jun 17, 2009 2:02:33 PM EDT)

Question 6

This is our first RFP, so we need to know if you prefer your questions addressed with answer under each question? (Submitted: Jun 11, 2009 1:18:57 PM EDT)

Answer

- If you are referring to your response to this RFP, the format is your option as long as it complies with Section 11.

(Answered: Jun 17, 2009 2:02:33 PM EDT)

Question 7

I see on section 9.7 a link is needed of the software package being proposed to review the scenarios you have listed. Will we have the chance to show them how these scenarios are set up and show them first hand how it works in the software? (Submitted: Jun 17, 2009 10:58:57 PM EDT)

Answer

- No. Any information or instruction regarding a product's capability of performing a scenario should be included in the proposal (Answered: Jun 18, 2009 10:11:13 AM EDT)

Question 8

I see that we are to upload the RFP using the attachment option. What format are you wanting this attachment? The RFP is in .pdf format, but it won't allow me to answer directly from the document when I open it. (Submitted: Jun 18, 2009 11:04:59 AM EDT)

Answer

- When you upload your response to BidSync it will be turned into a PDF document, therefore you can create it in whatever format that is best for you. Please be advised, do not include any embedded document or links as they will not work after upload. If you are having a problem with the BidSync, please call BidSync support, 1-800-990-9339, ext 1. (Answered: Jun 18, 2009 4:27:42 PM EDT)