

## School District of Palm Beach County FL



### Solicitation No. 10C-007DH

Request for Proposal Online Ticket Sales and Service

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RESPONSES ARE DUE PRIOR TO:

**Dec 11, 2009 2:00:00 PM EST**

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

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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](http://www.palmbeach.k12.fl.us/Bids/purch/info/equity_coordinators.pdf)

## Bid 10C-007DH

### Request for Proposal Online Ticket Sales and Service

Bid Number	10C-007DH
Bid Title	Request for Proposal Online Ticket Sales and Service
Bid Start Date	Nov 13, 2009 10:33:44 AM EST
Bid End Date	Dec 11, 2009 2:00:00 PM EST
Question & Answer End Date	Dec 4, 2009 5:00:00 PM EST
Bid Contact	John Collins Purchasing Agent Purchasing 561-434-8213 collinsjoh@palmbeach.k12.fl.us
Contract Duration	4 years
Contract Renewal	1 annual renewal
Prices Good for	See Term of Contract
Standard Disclaimer	All responses must be submitted electronically on <a href="http://www.Bidsync.com">www.Bidsync.com</a> by registering with Bidsync
Bid Comments	THIS IS A NO FEE REQUEST FOR PROPOSAL.  <p>****PREPARATION AND SUBMISSION</p> <p>In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified. Please upload your proposal in one Document. Do not embed documents or links within your response. Add any attachments to the end of the document. The upload process to BidSync converts your document into PDF format rendering all embedded links useless. 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. ***** Added on Nov 30, 2009: ADDENDUM 1: This addendum modifies this RFP as follows:</p> <p>Now Reads:</p> <p>3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s). December 4, 2009 Deadline for submission of question on Bidsync at 5:00 PM. December 11, 2009 Proposals due no later than 2:00 PM EST. December 14 &amp; 15, 2009 *Evaluation Committee Meeting December 18, 2009 Posting of Recommendation. January, 2010 * Recommend proposer(s) to The School Board of Palm Beach County for approval.</p> <p>Change to Read:</p> <p>3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s). December 4, 2009 Deadline for submission of question on Bidsync at 5:00 PM. December 11, 2009 Proposals due no later than 2:00 PM EST. December 14, 2009 December 15, 2009 *Evaluation Committee Meeting, 1:00 PM – 5:00 PM (EST) *Oral Presentations (if required), 1:00 PM – 5:00 PM (EST) December 18, 2009 Posting of Recommendation.</p>

January, 2010 \* Recommend proposer(s) to The School Board of Palm Beach County for approval.

Now Reads:

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).

Change to Read:

12.4 The evaluation of the proposals is based on the written proposals received. Responders who submit proposals in response to this RFP may be selected by the Evaluation Committee to respond to specific question(s) to clarify their proposal. 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. If oral presentation(s) are required by the committee, the presentations will held in Conference Room B250 at the Fulton-Holland Educational Services Center, 3300 Forest Hill Boulevard, WBP, FL

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Changes made on Nov 30, 2009 3:14:13 PM EST

New Documents          10C-007DH Addendum 1.pdf

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Item Response Form

Item                      10C-007DH-1-01 - Online Ticket Sales and Service

Quantity                1 each

Prices are not requested for this item.

Delivery Location      School District of Palm Beach County FI  
No Location Specified

Qty 1

Description

Upload your proposal using the Attachment option (Upload Attachment)

Please call BidSync support 1.800.990.9339 ext 1.



**SCHOOL DISTRICT OF PALM BEACH COUNTY****PURCHASING DEPARTMENT**

Date: November 30, 2009

**ADDENDUM NO.: 1****REQUEST FOR PROPOSAL NO.:** 10C-007H**TITLE:** **REQUEST FOR PROPOSAL FOR ONLINE TICKET SALES AND SERVICE SOFTWARE****RETURN DATE:** December 11, 2009, 2:00 P.M. EST

This addendum modifies the above listed RFP as follows:

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

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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.


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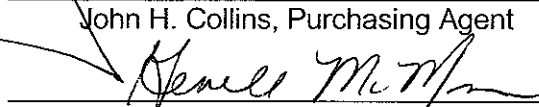
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12.10 The Board will award or reject any or all proposal(s).

This addendum is for information only and need not be returned with your RFP.

  
\_\_\_\_\_  
John H. Collins, Purchasing Agent

  
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Genell McMann, Purchasing Manager

SCHOOL BOARD OF PALM BEACH COUNTY  
**REQUEST FOR PROPOSAL FOR**  
**10C-007DH – Online Ticket Sales and Service**

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for Online Ticket Sales and Service 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 Friday, December 11, 2009. Proposals must be transmitted electronically to BidSync at [www.bidsync.com](http://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.

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).

December 4, 2009	Deadline for submission of question on Bidsync at 5:00 PM.
December 11, 2009	Proposals due no later than 2:00 PM EST.
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January, 2010	* 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 four (4) years from the date of award, and may, by mutual agreement between the Board and the contract awarded proposer(s), be renewable for one (1) additional one-year period. 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, Friday, December 4, 2009. Questions received in writing by the time and date specified will be answered on BidSync. 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-uploaded 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 School District of Palm Beach County is seeking to establish a pool of qualified vendors to provide software for automated ticketing services and related database functionality. The intention is that the successful software package(s) will be made available, as the School District standard(s), to those schools that opt to implement and use it.

#### 9.2 Overview – Basic Functional Considerations

##### 9.2.1 Ticket Purchase

1. User friendly, intuitive screens - easy to learn and easy to use
2. Availability of English and/or Spanish option
3. Ability to pay fees with credit card through secure network
4. Ability to reserve seats
5. Ability to print tickets at home
6. Ability to purchase single tickets with basic pricing functions to include coupons, person types, group discount, and performance groups.
7. Ability to make a donation with a ticket purchase

8. Ability to make a donation separate from a ticket purchase
9. Payment Methods (credit card, gift certificate) with ability to disable other forms of payment (e.g. debit card, personal check)
10. Ability to purchase tickets in-person.
11. Ability to purchase tickets online with credit card only (NOTE: Credit Card information must only be stored at the host website level.)
12. Help desk availability at the District level and at the purchaser level including:
  - a. Availability of an 800 number
  - b. Hours of operation (i.e. availability to caller)
  - c. Tracking and reporting of issues
  - d. Existence and maintenance of a Service Level Agreement

### 9.2.2 Ticket and Related Item Sales

1. Capability to link to the host website from either or both an individual school website or the School District of Palm Beach website.
2. Capability to sell either e-tickets or paper tickets
3. Ability to establish a specific time during which tickets may be sold (e.g. start time / stop time)
4. Ability to customize ticket sales and secure payment pages
5. Ability to setup venue
6. Ability to offer multiple offerings at one time
7. Ability to establishing pricing levels
8. Ease of processing refund requests
9. Ability to purchase single tickets with basic pricing functions to include coupons, person types, group discount, and performance groups.
10. Pre-season or off season ticket sales options for subscribers
11. Customizable e-ticket design
12. Assigned seating or general admission mode
13. Assigned seating holds broken out in categories
14. Barcode scanning capability (NOTE: Required barcode readers must be readily available at a reasonable cost)
15. Ticket Sales with multiple sort capability

### 9.2.3 Administrative

1. Ability to designate one individual at each school as administrator with appropriate sign-on security
2. Ease of individual school implementation
3. User friendly, intuitive screens made easy to learn and easy to use
4. Real-time processing for payments
5. Consolidated reports
6. Capability to customize reports – e.g. an easily programmable system that an entry level programmer can manipulate
7. Ability to download reports into excel format
8. Ability to transfer funds to bank account(s) designated by the District or the individual school.
9. Ready availability of technical support
10. Email notices – text only or HTML with design option
11. Email accessibility to and from purchasers

## 12. Customizable lists of addressee's with output to labels or mail-merge

## 9.3 ADDITIONAL INFORMATION TO BE INCLUDED IN YOUR RESPONSE

## 9.3.1 General

1. Are the screens intuitive and user friendly (i.e. easy to understand and follow)?
2. Is there a method for non-English speaking individuals to be able to make purchases through this software?
3. Describe how your system allows access to records from previous years. How many years of records will the system handle?
4. How are refunds handled in the system?
5. List all accepted credit cards, such as Visa, MasterCard, Discover, American Express etc.
6. Provide a fee schedule for each credit card accepted.
7. Do you provide a guarantee against "down time" in your service? Please describe and include a copy of your current Service Level Agreement (SLA).
8. Will the customers 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?
9. During checkout, is the customer able to review the information before final submission?
10. Provide a step by step outline for setting up a venue and ticket offering with multiple ticket levels.
11. How is security access in the system provided?
12. 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?
13. Will each school have access only to its database?

## 9.3.2 Financial / Security

1. Indicate your current credit card processor
2. Indicate your current gateway processor
3. Verify the presence of a SAS70 procedure governing any individual with access to bank credit card information
4. Indicate willingness to use Bank of America as a credit card processor
5. Indicate level of compliance with PCI Data Security Standards regarding, but not limited to:
  - a. Existence and maintenance of a secure network
  - b. Protection of cardholder data
  - c. Existence and maintenance of a vulnerability management program
  - d. Policy regarding regular monitoring and testing of networks
  - e. Existence and maintenance of an information security policy
  - f. Existence and maintenance of policy addressing information security

### 9.3.3 Reporting Criteria

1. Will designated school administrative staff be able to modify reports based on their specific needs?
2. If your software is web based, is your Data Center N+1 or better?
  - a. Do you follow ITIL? If not, what process do you use?
  - b. Do you use redundant Internet connections? If so, who are your providers? And what are their sizes?
  - c. Include copies of the most recent IT audit.
  - d. What encryption methods are used?
  - e. Is sensitive application data encrypted at rest?
  - f. Is sensitive application data encrypted in transit?
  - g. Are encryption keys securely stored?
  - h. 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/>?
  - i. Is there a posted privacy statement?
  - j. Is there a posted notice regarding any non-refundable service charges?
3. 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\\_applications.html](http://usa.visa.com/merchants/risk_management/cisp_payment_applications.html) If so, please list name of application and validation date.
4. Is the connection to database encrypted?

### 9.3.4 Training Information

1. 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?
2. 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?
3. What kind of "Help" menus are built into the system? What tools are available that empower the users to use the system?
4. Will Technical support be 100% in house, i.e. no outsourcing? Will the District have a dedicated team/person during implementation and post op?
5. Will there be toll-free technical support available? What are the hours of operation? E.g. 24hrs/7, 8am to 6pm EST etc.?

9.3.5 Installation Plan - Describe a typical installation for an individual school including anticipated resource commitments and duration before availability.

### 9.3.6 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 company's competitive advantage as to why you would be the best option for the District.
10. Describe your company's experience with interfacing your payment solution with the District's current systems (Cash.Net, and PeopleSoft).

### 9.3.7 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 contracts.
2. 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
  - a. Company Name
  - b. Contact Name
  - c. Address
  - d. Telephone Number & email address
  - e. Services Provided

- f. Length of Relationship
- g. 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](http://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. Do not embed documents or links within your response. Add any attachments to the end of the document. The upload process to BidSync converts your document into PDF format rendering all embedded links useless. **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 online ticket sales and service software and respond to questions in Section 9.3.6 and 9.3.7.
- 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: Provide detailed information on how your system handles each of the functional considerations found in Section 9.2 and provide a response to all questions in Section 9.3.1 – 9.3.5
- 11.10 Time of Completion: State the anticipated time of implementation upon an individual's schools request.
- 11.11 Cost of Services: Provide all necessary rate schedules to fully explain and provide the basis for charges incurred by an individual school upon implementation and use of your software.

- 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 in order to establish a pool of qualified vendors. 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
	100
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, gender identity or expression, 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 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 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 there from, 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 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 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, gender identity or expression, 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, 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 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 Friday, December 18, 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		
For Whom Held		

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)

**U. S. DEPARTMENT OF AGRICULTURE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(Before Completing Certification, Read Instructions on Reverse)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name:	PR/Award Number or Project Name:
<input style="width: 250px; height: 20px;" type="text"/>	<input style="width: 250px; height: 20px;" type="text"/>
Name and Title of Authorized Representative: <input style="width: 350px; height: 20px;" type="text"/>	
Signature: <input style="width: 250px; height: 20px;" type="text"/>	Date: <input style="width: 150px; height: 20px;" type="text"/>

**INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this form the prospective lower tier participation is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### 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  
PURCHASING DEPARTMENT  
MINORITY CERTIFICATION INFORMATION**

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

<p>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  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a></p>								
<p><b>Are you a minority vendor certified by:</b> (Check if appropriate)</p> <p style="padding-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="padding-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American,  <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>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:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%; padding: 5px;"><b>Vendor</b></th> <th style="width: 50%; padding: 5px;"><b>Estimated Dollar Value</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 95%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 95%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 95%;" type="text"/></td> </tr> </tbody> </table>	<b>Vendor</b>	<b>Estimated Dollar Value</b>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
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<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" 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)*:

- |  |  |                                     |
|--|--|-------------------------------------|
| <b>Column 1</b>                            | <b>Column 2</b>                          | <b>Column 3</b>                     |
| <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"/>

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 #10C-007DH - Request for Proposal Online Ticket Sales and Service

OVERALL BID QUESTIONS

There are no questions associated with this bid.