AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Polic school	MEETING DATE	2020-03-	03 10:05 - School B	oard Oper	rational Meeting	Special Order Request
ITEM No.:	AGENDA ITEM	ITEMS				Yes • No
EE-11.	CATEGORY	Secretary contracts	ICE OF STRATEGY	& OPER/	ATIONS	Time
	DEPARTMENT		nent & Warehousing	W	protection of the property.	Open Agenda
TITI E.	2-171131111-131					Yes O No
TITLE:	Approve Second Renewa	al and Additio	anal Spending Authority	16-052N C	Caps, Gowns, and Announcem	nente
vecommendation to	Approve Second Renew	ai and Additio	mar opending Additionty	10-03214 - 0	Saps, Gowns, and Announcem	icitio
REQUESTED A	CTION:					
2016 through April 3	0,2021, 4 Years, 9 Month	s; User Depa	artment: Office of School	Performance	nding Authority for the above Read Arcountability; Awarded Arcoity/Women Business Enterp	mount: \$313,000; New Award
SUMMARY EXF	PLANATION AND BA	ACKGROU	JND:			
Chuck Puleri & Asso	ociates, Inc. and Jostens,	Inc. that prov	ides caps, gowns, annou	ncements, a	and the same and t	Gowns and Announcements with students throughout the District.
SCHOOL BOAF	D COM S.		"11.			
	gh Quality Instructi	ion O (Goal 2: Safe & Supp	ortive Er	wironment C Goal 3	: Effective Communication
There is not the same of the s	-W-2444V		Joan 2. Jane & Jupp	JOI LIVE LI	Ivironinient () Goard	. Litective Communication
FINANCIAL IMP		-30-9474H - 22-479-1609	Halifa - Salah ka Salah dan dalah kanan angan dan kanan dan kanan dan dan kanan dan kanan dan kanan dan kanan d		- Page and the control of the contro	Formania and Carlos Carlos as a second of
883,000, bringing th	e new contract value to \$3	396,000. The	funding source will come	from variou	s schools and the Athletics &	increase the spending authority by Student Activities department's of exceed the estimated contract
EXHIBITS: (Lis	st)					
		nalysis Work			newal Letters-2 (5) Survey	s-4
BOARD ACTIO	THE RESERVE TO BE A PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NA		SOURCE OF ADDI		ORMATION:	Phone: 754-321-3810
APP	ROVED		Name: Todd LaPa	ice		Phone: 754-321-3610
(For Official Scho	ool Board Records Office Onl	y)	Name: Mary C. Co	oker		Phone: 754-321-0501
THE SCHOO Senior Leader	L BOARD OF BE	ROWARI	COUNTY, FLO	RIDA	Approved In Open	MAR 0 3 2020
	ods - Chief Strategy &	& Operation	ns Officer		Board Meeting On: By:	Donna Kon
Signature	14	(l-		 1	,	School Board Chair
	Maurice W	TOP A TAKE OF THE				
	2/25/2020, 3:2	0. 10 PIVI		l		

Electronic Signature Form #4189 Revised 07/25/2019 RWR/ MLW/MCC/TL:kg

EXECUTIVE SUMMARY

Recommendation to Approve Second Renewal and Additional Spending Authority 16-052N - Caps, Gowns, and Announcements

Introduction

Responsible: Procurement & Warehousing (PWS)

This request is to approve the Second Renewal, Amendment and Additional Spending Authority for Request for Proposal (RFP) 16-052N - Caps, Gowns, and Announcements with Chuck Puleri & Associates, Inc. and Jostens, Inc. that provides caps, gowns, announcements, and honor cords for graduating students throughout the District.

Chuck Puleri & Associates, Inc. was approved by the School Board at the RSBM on July 26, 2016, under Item E-11 for two (2) years and nine (9) months starting July 27, 2016 through April 30, 2019, with a renewal option for two (2) additional one (1) year periods, with an approved spending authority of \$100,000. Based on the second release of the RFP 16-052-1N, Josten's Inc., was approved by the School Board at the SBOM on August 8, 2017, under Item EE-7, with an additional spending authority of \$160,000. Upon the approval of that item, the new spending authority was \$260,000. The first renewal and additional spending authority was approved by the School Board at the SBOM on March 5, 2019, under Item EE-8, with an additional spending authority of \$53,000. Upon the approval of that item, the new spending authority was \$313,000.

The additional spending authority being requested is \$83,000.

Goods/Services Description

Responsible: Office of School Performance & Accountability (OSPA)

The purpose of this RFP is to provide caps, gowns, announcements, and honor cords for graduating students, which will be purchased by schools and departments around the District. Each awardee provides a representative that, in partnership with the school, provides products and services to create a memorable experience for the graduating class. The vast majority of spending for this Bid will come from the parents and students. This solicitation gave the District a way to offer fixed pricing and qualified vendors for schools, parents, and students.

Procurement Method Responsible: PWS

The agreement with Chuck Puleri & Associates, Inc. was awarded based on the release of RFP 16-052N, which ran from February 29, 2016 through March 29, 2016. There were seventy-four (74) vendors notified, five (5) vendors downloaded the RFP, and two (2) proposals were received before bid opening.

The agreement with Jostens Inc. was awarded based on the second release of RFP 16-052-1N, which ran from March 15, 2017 through April 18, 2017. There were sixty-eight (68) vendors notified, seven (7) vendors downloaded the RFP, and one (1) proposal was received before bid opening.

These Agreements are being amended to renew for an additional year, expiring on April 30, 2021. The decision to renew is based on the limited number of established Vendors providing these products in Broward County. In addition, Chuck Puleri & Associates, Inc., that is the District's primary Vendor, has serviced the District for more than twenty (20) years.

Recommendation to Approve Second Amendment and Additional Spending Authority 16-052N - Caps, Gowns, and Announcements
March 3, 2020 Board Agenda
Page 2

Financial Impact

Responsible: PWS and OSPA

The requested additional spending authority for the one (1) year renewal will be \$83,000, as demonstrated below:

Historical average monthly expenditures	\$ 6,872
Number of months for renewal period	12
Projected expenditures for renewal	\$ 82,464
Total requested spending authority (rounded)	\$83,000

Procurement & Warehousing Services anticipates the current unused authorized and available spending of \$17,489 will cover the expenses through to the expiration of the bid.

Action	Date	Term (months)		Amount
Original spending authority request	7/26/2016	33	\$	100,000
Additional spending authority (rounded)	8/8/2017		\$	160,000
1st renewal + additional spending authority (rounded)	3/5/2019	12	\$	53,000
2nd renewal + additional spending authority (rounded)	3/3/2020	12	\$	83,000
New total contract amount	100	57	S	396,000

Funding for this Bid will come from requesting schools' and the Athletics & Student Activities department operating budget.

Upon the approval of this item, the total approved spending authority will be \$396,000. The financial impact amount represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.



PROCUREMENT & WAREHOUSING SERVICES

FINANCIAL ANALYSIS WORKSHEET

	BID INFORMAT	ION	N. S. C. S.	是在一层"
New Bid # (Ex: 10-004R):	N/A	Preparation Date:	February 6	, 2020
Previous Bid # (Ex: 10-004R):	16-052N	Buyer/PA:	KARLENE G	RANT
lew Bid Award Total:	\$396,000			
revious Award Total:	\$313,000	Bid Title:	CAPS, GOWN	
id Type:	RENEWAL OF BID		ANNOUNCE	MENIS
revious Bid Term (Start Date):	7/27/2016	New Bid Term (In Months):	T	
revious Bid Term (End Date):	4/30/2020	# of Months Into Bid:		
	SPEND REPORT	ING		第37次表现法39
urchase Order(s) Spend:		\$295,511		Manual Control of the
Card Purchases:		\$0		
otal Invoiced-to-Date Amount (PO + Pcard Purchases):		\$295,511		
verage Monthly Expenditure:		\$6,872		
Inused Authorized Spending:		\$17,489		
st. Forecasted Spend (For Entire Bid Term):				
warded Vendors:		ATION itus (If applicable):	Spend Control	
07069-CHUCK PULERI & ASSOC - HERFF JONES	IVI/ WBE Sta	itus (ii applicable):	Spend \$	139,99
31210-HERFF JONES LLC - DIPLOMAS			\$	139,99
10319-HERFF JONES - MEDALS & AWARDS DIVIS		AND REPORT OF THE PARTY OF THE	\$	11,30
06308-HERFF JONES INC			5	5,97
obsortient sories inc			1	3,3,
	W-1			- 1/2
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		AND THE PROPERTY OF THE PARTY O		
		UDOD CREND		201 11
		NDOR SPEND:	\$	295,51
1		ARD SPEND: TAL SPEND:	\$	207.54
	IU	ALSPEND:	\$	295,51

efault Funding Source*		Department/School & Sign-of	f Information*
Cost Center	Various	Name (First & Last)	Todd LaPace
Fund	1000	Title	HS Cadre Director
Functional Area	5652000000000000	Department/School Name	Office of School Performance & Accountability
Commitment Item	55110000	Sign-off provided by	Jose Laverde, Ph.D.

*To ensure accuracy, pease type in or select from the menu for the Default Funding Source and Department Information (No hand written information)

SECOND AMENDMENT TO AGREEMENT

this SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 30 day of 1000, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CHUCK PULERI & ASSOCIATES, INC.

(hereinafter referred to as "VENDOR"), whose principal place of business is 8230 W. State Road 84 Davie, Florida 33324.

WHEREAS, SBBC and VENDOR entered into an Agreement dated July 27, 2016 (hereafter "Agreement"); and

WHEREAS, SBBC and VENDOR entered into a First Amendment to Agreement dated March 5, 2019 (hereafter "First Amendment"), which extended the term of the Agreement from April 30, 2019 through April 30, 2020; and

WHEREAS, the Agreement will provide high schools and centers their caps, gowns, and announcements; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Amendment").

- NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:
- 1.01 <u>Recitals</u>. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 1.02 <u>Term of Agreement</u>. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from May 1, 2020 through April 30, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

- 1.03 Order of Precedence among Agreement Documents. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This Second Amendment to Agreement; then
 - b) The First Amendment to Agreement; then
 - c) The Agreement; then
 - d) RFP 16-052N Caps, Gowns, and Announcements dated February 29, 2016; then
 - e) The Proposal submitted by VENDOR in response to RFP.
- 1.04 Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 1.05 <u>Authority</u>. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric Abend Reason: CP 2020

Date: 2020.02.25 11:17:34 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR

Lisa l Maru	(Corporate Seal) ATTEST: , Secretary Witness Witness	By Ren Signature Printed Name: Chuck Pale (1) Title: Saks Rep
	or online notarization, this	d before me by means of Pphysical presence FOUNT 18, 2020 (date) by ficer or agent, title of officer or agent) of
	(state or place of corporation. He/she is personally known to me or (type of identification) as identification and who day of Telman, 2020.	
	My Commission Expires: 10 u 2021 Marisol Rueda NOTARY PUBLIC STATE OF FLORIDA Comm# GG150680 Expires 10/11/2021	Signature – Notary Public Notary's Printed Name (6 150680 Notary's Commission No.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 3 day of week, 20 20, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"), a body corporate and political subdivision of the State of Florida, whose principal place of business is 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JOSTENS, INC.

(hereinafter referred to as "VENDOR"), whose principal place of business is 7760 France Avenue South, Suite 400 Minneapolis, MN 55435

WHEREAS, SBBC and VENDOR entered into an Agreement dated August 8, 2017 (hereafter "Agreement"); and

WHEREAS, SBBC and VENDOR entered into a First Amendment to Agreement dated March 5, 2019 (hereafter "First Amendment"), which extended the term of the Agreement from April 30, 2019 through April 30, 2020; and

WHEREAS, the Agreement will provide high schools and centers their caps, gowns, and announcements; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this Second Amendment to Agreement (hereafter "Amendment").

- **NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:
- 1.01 <u>Recitals</u>. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 1.02 <u>Term of Agreement</u>. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from May 1, 2020 through April 30, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.
- 1.03 <u>Notices</u>. Pursuant to Section 2.06 of the Agreement, the place for giving notice for the Vendor shall be deleted in its entirety and replaced with the following:

"To VENDOR:

Jostens, Inc.

Attn: Scholastic Sales Operations 7760 France Avenue South, Suite 400

Minneapolis, MN 55435

With a copy to:

Attn: General Counsel"

1.04 <u>Assignment</u>. The first sentence in Section 3.17 of the Agreement shall be deleted in its entirety and replaced with the following:

"Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party except that VENDOR may assign this Agreement without SBBC's consent to an affiliate or wholly owned subsidiary of Jostens, Inc. or to a purchaser of all or substantially all of VENDOR'S assets which this Agreement relates."

- 1.05 Order of Precedence among Agreement Documents. In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:
 - a) This Second Amendment to Agreement; then
 - b) The First Amendment to Agreement; then
 - c) The Agreement; then
 - d) RFP 16-052N Caps, Gowns, and Announcements dated February 29, 2016; then
 - e) The Proposal submitted by VENDOR in response to RFP.
- 1.06 Other Provisions Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 1.07 <u>Authority</u>. Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Digitally signed by Eric Abend Reason: Jostens 2nd Amend Date: 2020.02.24 09:39:36 -05'00'

Office of the General Counsel

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FOR VENDOR

(Corporate Seal)	JOSTENS, INC.
ATTEST:	1
, Secretary -or- Witness Witness Witness	By Work Signature Printed Name: Ware Wosephn Title: SVP, France
STATE OF Mariesota COUNTY OF Henrypin	
or online notarization, this Marc Wosepka (name of Jostens	
My Commission Expires: BONNY K. MCCORMICK Notary Public State of Minnesota My Commission Expires January 31, 2022 (SEAL)	Signature - Notary Public Bonny k Mc Comieko Notary's Printed Name
	Notary's Commission No.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com/PWS

The School Board of Broward County, Florida

Donna P. Korn, Chair Dr. Rosalind Osgood, Vice Chair

> Lori Alhadeff Robin Bartleman Patricia Good Heather P. Brinkworth Laurie Rich Levinson Ann Murray Nora Rupert

Robert W. Runcie Superintendent of Schools

1/10/2020 Herff Jones/Chuck Puleri & Associates 8230 West State Road 84 Davie, FL 33324

Reference:

16-052N Caps, Gowns and Announcements

Subject:

Renewal of Contract

Dear:

Mr. Puleri

The above-referenced contract expires on 4/30/2020. In accordance with General Condition 2.4 - Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 5/1/2020 through 4/30/2021. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement maintain.

AND THE RESIDENCE OF THE PARTY
Yes, I offer to renew the current contract award at the current awarded price(s).
Yes, I offer to renew the current contract award at a lower price(s) contained on the attached page(s).
Yes, I offer to renew the current contract award at a higher price(s) contained on the attached page(s).
No, I do not wish to renew the current contract award.
accordance with Special Condition 2.5 – Price Adjustments of the RFP, this contract may, by mutual reement and upon School Board approval, renewed with a price adjustment.
rcent of increase request:
ease sign and date this document in the space provided and return it to my attention no later than 7/2020. If you fail to respond by this date, the School District will not consider renewal of your award. e School District will notify you if, and when, your contract is renewed by the School Board. Thank you
1

Sincerely,

Karlene Grant Purchasing Agent III KG:dq

Karlene Grant

Cc: Click or tap here to enter text.

Signature/Date - Authorized Representative
Chuck Puleri

Printed Name - Authorized Representative



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

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> Lori Alhadeff Robin Bartleman Patricla Good Heather P. Brinkworth Laurie Rich Levinson Ann Murray Nora Rupert

Robert W. Runcle Superintendent of Schools

1/10/2020 Jostens, Inc. 11332 West State Road 84 Davie, FL 33325

Reference:

16-052N Caps, Gowns and Announcements

Subject:

Renewal of Contract

Dear:

Mr. Fox

The above-referenced contract expires on 4/30/2020. In accordance with General Condition 2.4 - Contract Term of the RFP, this contract may, by mutual agreement and upon School Board approval, be renewed for an additional year from 5/1/2020 through 4/30/2021. This letter does not constitute the actual renewal or contract offer.

Please indicate below your willingness to renew this RFP award, which shall be considered by the School District for renewal of your award premised upon your combined agreement to all terms and conditions of the awarded RFP and your agreement maintain.

X	Yes, I offer to renew the current contract award at the current awarded price(s).
	Yes, I offer to renew the current contract award at a lower price(s) contained on the attached page(s).
	Yes, I offer to renew the current contract award at a higher price(s) contained on the attached page(s)
	No, I do not wish to renew the current contract award.
	accordance with Special Condition 2.5 – Price Adjustments of the RFP, this contract may, by mutua reement and upon School Board approval, renewed with a price adjustment.

Please sign and date this document in the space provided and return it to my attention no later than 1/17/2020. If you fail to respond by this date, the School District will not consider renewal of your award. The School District will notify you if, and when, your contract is renewed by the School Board. Thank you for your prompt attention to this matter.

Sincerely,

Karlene Grant Purchasing Agent III KG:dg

Karlens Grant

NG.ug

Cc: Click or tap here to enter text.

Percent of increase request: _

YENDOR RESPONSE

Signature/Date - Authorized Representative

Tara Adams

Printed Name - Authorized Representative





16-052N Caps, Gowns and Announcements

21

02:22

Active

Responses

Average time to complete

Status

Ideas

1. School/Department Name and Contact number or email

21

Responses

Latest Responses "plantatiion high school"

"Boyd H. Anderson High School"

"Stranahan High/ Food Service 754-323-2110"

2. Which Vendor did you select to provide Caps and Gowns?





3. Are you satisfied with the overall performance of Chuck Puleri and Associates/ Herff Jones? (Answer only if applicable)





4. Please rate your satisfaction with the quality of products offered by Chuck Puleri and Associates/ Herff Jones. (Answer only if applicable)

19

Responses



4.63 Average Rating

5. Please rate your satisfaction with the customer service of Chuck Puleri and Associates/ Herff Jones. (Answer only if applicable)

21

Responses



4.62 Average Rating

6. Please rate your satisfaction with the pricing of products offered by Chuck Puleri and Associates/ Herff Jones. (Answer only if applicable)

20

Responses



4.50 Average Rating

7. Are you satisfied with the overall performance of Josten's? (Answer only if applicable)

Yes

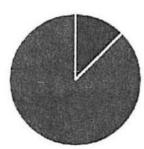
2

No No

0

N/A

14



8. Please rate your satisfaction with the quality of products offered by Josten's. (Answer only if applicable)

Responses



5.00 Average Rating

9. Please rate your satisfaction with the customer service of Jostens. (Answer only if applicable)

Responses



10. Please rate your satisfaction with the pricing of products offered by Jostens. (Answer only if applicable)

Responses



5.00 Average Rating

11. If you could improve one aspect of this Bid, which of the following would you select?

Pricing

4

Variety of products

0

Delivery time

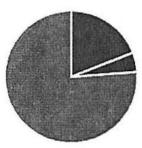
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16

Quality of products

I am happy with this Bid

1



12. Should the District renew Chuck Puleri/ Herff Jones's contract for an additional year? (Answer only if applicable)

Yes

21

0

Not sure

0

0

N/A



13. Should the District renew Jostens's contract for an additional year? (Answer only if applicable)

Yes	1
♠ No	0
Not sure	0
N/A	14



14. If you selected "No" for questions 12 & 13 above, please explain.

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Responses

Latest Responses