

School District of Palm Beach County FL



Solicitation No.

13C-007C

MARKETING OF EDUCATIONAL BROADBAND SERVICES SPECTRUM
EXCESS CAPACITY LEASES

RESPONSES ARE DUE PRIOR TO:
NOVEMBER 28, 2012
BY 2:00 PM

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Blvd, Suite A-323
West Palm Beach, FL 33406-5813
REQUEST FOR PROPOSAL (RFP)
13C-007C
MARKETING OF EBS SPECTRUM EXCESS CAPACITY LEASES**

REQUIRED RESPONSE FORM

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

Anti-Collusion Statement / Public Domain

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

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

Proposal Certification

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

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

ELECTRONIC SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLLFREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").

2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.

3. **ANTI-DISCRIMINATION:**
 - a. The bidder 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.
 - b. The bidder 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. Bidder 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. Bidder 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.

4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.

5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee 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.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee 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 bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

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

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder 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 Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** *The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid*

response, information regarding any of these actions or proposed actions with other governmental agencies.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

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 and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.
20. **DEBARMENT:** 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.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"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.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders 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.

22. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL

GENERAL INSTRUCTIONS TO PROPOSERS

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

The School District 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 electronically with the RFP.

LOBBYING

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 AND ELECTRONICALLY ON RFPDEPOT.COM. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

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 AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION [120.57\(3\)](#), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD 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 SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

PROPOSAL EVALUATION PROCESS:

RFPs are received by RFP Depot. After the date and time stated in the document, the names of proposers will be posted on the RFP Depot website.

As stated in this document, a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per [F.S. 286.011](#), this is an open public meeting.

An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only. The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Specific Instructions to Proposers and rank all proposals accordingly.

The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

The Evaluation Committee or their designees reserves 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 negotiation committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached with the number of programs required to meet the needs of the District.

The results of the evaluation committee is reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.

The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida. The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s). The School Board will award or reject any or all proposal(s).

CANCELLATION OF AWARD/TERMINATION

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

The awardee(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. Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

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 agreements. 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. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School 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 5.0, Cancellation of Award / Termination.

Such prior written notice will state:

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

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

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

DEFAULT

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

DEBARMENT

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.

LEGAL REQUIREMENTS

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies [3.12](#) and [3.13](#), pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor’s contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

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

FEDERAL AND STATE TAX

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department 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.

CONFLICT OF INTEREST

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.

INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Awarded proposers shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their 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 or any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of this contract.

PUBLIC RECORDS LAW

All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter [119](#), Florida Statutes.

PERMITS AND LICENSES

The 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 District.

INTELLECTUAL PROPERTY RIGHTS

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented 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 School District.

COST INCURRED IN RESPONDING

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

SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

INDULGENCE

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

JOINT PROPOSAL

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, have overall and complete accountability to resolve any dispute arising within this 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 file 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.

SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

The District strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.

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.

Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at

<http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – See Attachment. This form must be submitted with all requests for payment.

Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance or minority 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.

The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

School District M/WBE Supplier Graduation – Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

REQUIRED FINGER PRINTING AND BACKGROUND CHECKS

All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Proposer 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 Proposer. Proposer shall not begin providing services contemplated by this Agreement until Proposer 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 Proposer (or discontinuation of Proposer's services) on the basis of these compliance obligations. Proposer agrees that neither the Proposer, nor any employee, agent or representative of the Proposer who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

DISQUALIFYING CRIMES

The bidder 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, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

USE OF OTHER CONTRACTS

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

ASSIGNMENT OF CONTRACT AND/OR PAYMENT

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.

The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision as stated in this document.

"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.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

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 [FS 435.04](#) will enter onto any school site.

AGREEMENT

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 and/or contract will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement 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.

POSTING OF RFP CONDITIONS / SPECIFICATIONS

This RFP will be posted for review by interested parties electronically at RFPDepot.com and at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, 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 §[120.57](#)(3), Florida Statutes, will constitute a waiver of proceedings under Chapter [120](#), Florida Statutes, and applicable Board rules, regulations and policies.

SCHOOL BOARD OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR MARKETING OF EDUCATIONAL BROADBAND SERVICES SPECTRUM EXCESS CAPACITY LEASES

RFP 13C-007C

1.0 INTRODUCTION

1.1 This is a Request for Proposal (RFP) for a company to provide marketing services for excess capacity Educational Broadband Services (EBS) leases in the Palm Beach County market on behalf of The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District). The School Board of Palm Beach County, Florida wishes to lease excess capacity on its EBS channels and seeks marketing services to maximize the lease terms offered when the lease solicitation is made. 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.

1.2 Through this RFP process, The School Board of Palm Beach County, Florida wishes to select one vendor that offers the best proposal with respect to financial terms, services to be provided to the District, past success, experience and capabilities in marketing.

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 Wednesday, November 28, 2012. Proposals must be uploaded electronically to DemandStar at www.demandstar.com.

2.2 Per District instructions DemandStar 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).

November 14, 2012 Wed	Deadline for submission of questions by 5:00 PM EST.
November 28, 2012 Wed	Proposals due no later than 2:00 PM EST
December 10, 2012 Mon	*Evaluation Committee Meeting
December 12, 2012 Wed	**Oral Presentation (If needed)
December 13, 2012 Thur	Posting of Recommendation.
January 16, 2013 Wed	* Recommend proposer to The School Board of Palm Beach County for approval.

* This is an open, public meeting.

** The District follows Section 286.0113(2), Florida Statutes, which provides detailed information on the laws and requirements that governs open, public meetings.

- 3.2 Notification of any changes to the time schedule will be made to proposers through DemandStar.
- 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.
- 4.6 The proposal with the Highest Maximum Points will be ranked first.
- 4.7 The Board, through its designee(s), reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

5.0 TERM OF CONTRACT / RENEWAL

- 5.1 The term of the contract shall be for one (1) year from the date of award, and may, by mutual agreement between the Board and the contract awarded proposer, be renewable for two (2) additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the contract awarded proposer 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 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 agrees to this condition by signing its proposal.

6.0 RFP INQUIRIES

- 6.1 Any questions concerning conditions and specifications must be submitted by email to Carol Moore at carol.moore@palmbeachschools.org no later than 5:00 p.m. EST, on Wednesday, November 14, 2012. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Carol Moore 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 Carol Moore 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 DemandStar 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 DemandStar. This form is included in the document package.
- 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 marketing and support services associated with the solicitation and negotiation of an excess capacity EBS lease shall include, but not be limited to the following:
- 9.1.1 Provide geographic service area (GSA) maps and population calculations for each EBS license or channel, where individual channels have different GSAs.
- 9.1.2 Provide marketing materials suitable for inclusion with the excess capacity lease solicitation.
- 9.1.3 Provide contacts with commercial service providers who would potentially be interested in bidding for the excess capacity lease and work with these parties to market the lease.
- 9.1.4 Coordinate with other EBS licensees seeking to enter into excess capacity leases to maximize the value offered to the School Board for a lease of its excess capacity lease.
- 9.1.5 At the request of School District staff, assist in the analysis of lease offers received and negotiations with potential lessees.
- 9.1.6 Prepare a financial analysis of the lease offers received.
- 9.1.7 Other reasonable tasks requested by School District staff associated with maximizing the value offered to the School Board for a lease of its excess capacity lease.

10.0 EVALUATION COMMITTEE MEETINGS

10.1 As stated in Section 3.1 and Section 15.0 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 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; the upload process to DemandStar may convert your document into PDF format rendering them useless. Add any attachments to the end of the document. **It is required that your information be uploaded to DemandStar. Please contact DemandStar at 800-711-1712 if you require assistance with document upload.**

11.2 Title Page: Show the date; RFP number; RFP subject; and proposer's name, address, telephone number and email address.

11.3 Table of Contents: Include a clear identification of the material by section and by page number.

11.4 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.

11.5 Request for Proposal: Complete the Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

11.6 Financial Strength: Capability of proposer, including current financial statements.

11.7 Experience and Qualifications of the Firm: State the experience your firm has had in at least the last three years with marketing EBS excess capacity leases to commercial service providers.

11.8 Business Plan: The marketing plan for the excess capacity EBS lease and milestones.

11.9 Financial Proposal: The fee structure / cost of services, including the timing of fee payments due, and amounts/percentages, to be charged for the services.

11.10 Minority/Women Business Participation: Proposers are to submit Minority forms 1525 and 1526. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors, where applicable. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successor's 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 34.0 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

11.11 Insurance: Provide proof of contract awarded proposers' 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 REFERENCES

12.1.1 Complete the Reference Document and include at least three (3) references. This should include at least two references from customers for whom you successfully marketed the EBS spectrum and resulted in an excess capacity EBS lease.

NOTE: The information requested must include a current email address for each reference.

13.0 ORAL PRESENTATION

13.1 Responders who submit proposals in response to this RFP and are selected by the Evaluation Committee may, at the discretion of the Evaluation Committee, be required to give an oral presentation of their proposal to the Evaluation Committee. If held, this will provide an opportunity for responders to highlight their proposals. This is only a fact-finding and explanation session to assist the Evaluation Committee in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The presentations, if conducted, will be held at time and place to be announced.

14.0 PROPOSAL EVALUATION PROCESS:

14.1 RFPs are received and publicly opened. Only names of responders will be read at this time.

14.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

14.3 In the evaluation and recommendation process the Evaluation Committee will assign points to each proposers' response to evaluation criteria listed in Evaluation Criteria, Section 15.0.

14.3.1 The committee will evaluate and score the criteria listed in 15.0. The points awarded will be based on the following standard:

- Exceptional – receives full point value
- Exceeds standards – receives 85% of full point value
- Meets standards – receives 75% of full point value
- Fails to meet all standards – receives 25% of full point value
- Unacceptable – receives 0% of full point value

14.3.2 Minority/Women Business Participation will be scored as outlined in 11.10. The M/WBE points will be included as part of the total points as listed in 15.0.

14.4 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.

14.5 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 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.

14.6 The results of the Evaluation Committee's evaluation and ranking is reviewed and approved prior to posting the recommendation.

14.7 The Purchasing Department will prepare and submit an agenda item to the District's Superintendent of Schools.

14.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).

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

15.0 EVALUATION CRITERIA

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

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u>	50
B. <u>Services to be Provided</u>	10
C. <u>Technical Capabilities</u>	10
D. <u>Fees / Cost of Services</u>	20
E. <u>Minority/Women Business Participation</u>	10
Total	<hr/> 100

16.0 CANCELLATION OF AWARD/TERMINATION

16.1 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.

16.2 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 that amount of the contract actually performed to the date of termination.

16.3 The contract awarded responder 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.

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

17.0 FUNDING OUT, TERMINATION, CANCELLATION

17.1 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.

17.2 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.

17.3 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.

17.4 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".

18.0 DEFAULT

18.1 In the event that the awarded proposer should breach the contract, the Board reserves the right to seek remedies in law and/or in equity.

19.0 DEBARMENT

19.1 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.

20.0 ANTI-DISCRIMINATION

20.1 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.

20.2 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.

21.0 LEGAL REQUIREMENTS

21.1 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. 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 will in no way constitute cause for relief from responsibility.

22.0 ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF

23.1 The School Board has an Inspector General who, along with their Staff must have complete and unrestricted access to awarded vendors facilities, materials or information involving this contract or any work performed on behalf of the School District. Please see School Board Policy 1.092 for complete details.

23.0 FEDERAL AND STATE TAX

23.1 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.

24.0 CONFLICT OF INTEREST

24.1 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.

25.0 INSURANCE REQUIREMENTS

25.1 Proof of insurance must be furnished by the awarded proposer to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the Board.

25.2 Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the District's Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), 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.

25.3 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.

25.4 The awarded proposer 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 must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** The awarded proposer 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:** The awarded proposer shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

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

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

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

- 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.

26.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

26.1 The awarded proposer shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

26.2 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.

26.3 This article will survive the termination of the contract.

27.0 PUBLIC RECORDS LAW

27.1 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 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 the 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.

28.0 PERMITS AND LICENSES

28.1 The awarded proposer 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.

29.0 INTELLECTUAL PROPERTY RIGHTS

29.1 The awarded proposer 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 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.

30.0 COST INCURRED IN RESPONDING

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

31.0 SUB-CONTRACTS

31.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any subcontractor(s) and the Board.

31.2 The proposer will be fully responsible to the Board for the acts and omissions of the subcontractor(s) and their employees.

31.3 After award of contract, any changes in subcontractor or sub-proposers requires prior Board written approval.

32.0 INDULGENCE

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

33.0 JOINT PROPOSAL

33.1 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.

34.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

34.1 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.

- 34.2 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. See Attachment. ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525).
- 34.3 Inquiries regarding listings of District Minority and Women 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.palmbeachschools.org/mwbe/> . All companies using minority or woman subcontractors will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – See Attachment. This form must be submitted with all requests for payment.
- 34.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority 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.
- 34.5 The Board only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County Office of Diversity in Business Practices. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 34.6 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.
- 34.7 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 denied or graduated from the District certification, the District will not recognize State Certification. Once and M/WBE has Graduated (as described in Board Policy 6.143) from the District M/WBE Certification Program the District shall no longer recognize certification by the State of Florida.
- For District certification go to <http://www.palmbeachschools.org/mwbe/> website and complete the M/WBE certification application.
- 35.0 CONTRACTOR RFP REQUIREMENTS
- 35.1 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.

36.0 CONTRACT DISCLOSURE

36.1 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.

37.0 THE JESSICA LUNSFORD ACT

37.1 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.

38.0 DISQUALIFYING CRIMES

38.1 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.

38.2 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.

38.3 The contract awarded proposer or any subcontractors shall not employ any persons with multiple felonies and / or crimes against children. The contract awarded proposer 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 to comply as a breach of contract and immediately terminate the services of the contract awarded proposer.

39.0 USE OF OTHER CONTRACTS

39.1 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.

40.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

40.1 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.

40.2 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.

41.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

41.1 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.

41.2 "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.

41.3 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.

41.4 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.

42.0 AGREEMENT

42.1 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.

43.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

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

44.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 44.1 RFP recommendations and tabulations will be posted electronically with DemandStar 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 December 13, 2012 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.
- 44.2 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.
- 44.3 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.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

RFP 13C-007C

DEBARMENT CERTIFICATION

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 Following Page)

- (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 _____

Solicitation Number or Project Name _____

Name and Title of Authorized Representative _____

Date _____

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant 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 Non-procurement 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.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

AREA REPRESENTATIVE

RFP 13C-007C EBS Spectrum Leasing

Please list the contact for this contract

Vendor Name:	_____
Area Representative:	_____
Address:	_____
City/Zip Code:	_____
Telephone:	_____
Fax Number:	_____
Cell or Nextel:	_____
Emergency Number:	_____
Email Address:	_____

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

13C-007C – REFERENCES

See Section 12.0

This information will be used in the evaluation of this bid.

List three (3) references as stated in the RFP, Section 12.0 which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Please complete all fields of requested information for all three (3) references. These firms will be contacted to validate your references. **It is important that you list a current contact name and their current email address. Please read the title after each Reference No. and enter the appropriate vendor name and information. Failure to provide this documentation may result in rejection of bid.**

YOUR COMPANY NAME: _____	
Submitted By: _____	
Reference No. 1 – Repeat customer with long term or repeat contracts	
Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached:	_____
Scope of Service:	_____
Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____
Contact Person Cell Phone:	_____
Reference No. 2 – Repeat customer with long term or repeat contracts	
Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached :	_____
Scope of Service:	_____

Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____
Contact Person Cell Phone:	_____

Reference No. 3 – Previous customer with no current contracts

Name of Firm:	_____
Address of firm:	_____
Phone Number of firm:	_____
Hours firm can be reached :	_____
Scope of Service:	_____
Date of Service:	_____
Contact Person:	_____
Contact Person Email:	_____
Contact Person Phone:	_____
Contact Person Fax:	_____
Contact Person Cell Phone:	_____



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.

VENDOR'S SIGNATURE

DATE

COMPANYNAME

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

School District of Palm Beach County

MINORITY CERTIFICATION INFORMATION

* Check here if N/A: _____. Form [must be submitted](http://www.demandstar.com) to Demandstar.com.

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeachschools.org/mwbe/>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____



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

Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE) **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.

Form must be submitted to BidSync.com

BID/RFP or Project Name _____

BID/RFP or Project # _____

Name of Bidder/Construction Manager _____

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: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

Column 1 (MWBE ONLY)

Column 2 (MWBE ONLY)

Column 3

- African American Native American Female Physically Impaired
- Asian American American Male
- Hispanic American

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

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

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

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

INTERNAL USE ONLY - ROUTING DISPOSITION
 All executed originals of the form must be submitted to the
 Office of Diversity in Business Practices
 3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

Signature

Date



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Subconsultant, Subcontractor & Vendor Participation Services

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVICES* AMT. (Required)
-----------------	-------------------	--------------------------------	--

***GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + CM Fee only)**
 Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & non-minority) listed below will participate in this project for the Contract (Trade) Items and the dollar amounts shown.

Check One: MWBE SBE Check One: Subconsultant Subcontractor Vendor

Div. No.	SUBCONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT	PERCENTAGE %
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
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					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		

Subcontractors represented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & Contract documents. A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must also include non-minority firms.
 CM's Firm Name _____

Name/Position _____

Signature/Date _____

SUBTOTAL (this page only)>	
TOTAL SBE/MWBE Services Participation	
TOTAL Non-MWBE/SBE Participation	
TOTAL Percentage of Total Bid (Alternates & Change Orders) (Do not exceed 100%)	

Subconsultant, Subcontractor & Vendor Participation Services

PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICES* AMT. (Required)
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No.	SUBCONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT	PERCENTAGE %
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		
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					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		

SUBTOTAL (this page only)>

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**Subconsultant, Subcontractor &
Vendor Participation Services**

PROJECT NAME	PROJECT NUMBER	PHASE (Precon, Demo, Const)	TOTAL BID OR CM SERVICES* AMT. (Required)
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No.	SUBCONTRACTOR / SUBCONSULTANT / VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE/SBE (Yes or No)	MWBE ONLY AMOUNT	PERCENTAGE %
					<input type="radio"/> Yes <input type="radio"/> No		
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					<input type="radio"/> Yes <input type="radio"/> No		
					<input type="radio"/> Yes <input type="radio"/> No		

SUBTOTAL (this page only) >

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THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Solicitation No. 13C-007C

Title: Marketing of EBS Spectrum Excess Capacity Leases

Corporate Name _____

Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____ ("Corporate Representative") this _____ day of _____, 20____, 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 owning 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE By: _____

SWORN TO and subscribed before me this _____ day of _____, 20____, 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)