



INVITATION TO NEGOTIATE
 School District of Lee County
 Department of Procurement Services
 (239) 337-8180 Phone

Release Date: March 3, 2017
 ITN No.: N177293RC
 ITN Title: **Branding**
 Contact: Richard Cowie RichardAC@LeeSchools.net

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than **2:00p.m. local time on March 27, 2017** and plainly marked **ITN No. N177293RC Branding**. Proposals are due and will be opened at this time.

REQUIRED SUBMITTAL CHECKLIST

For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.

- | | |
|--|--|
| <input type="checkbox"/> Proposal Response Form (Attachment A) | <input type="checkbox"/> Drug Free Workplace Certification Form (Attachment F) |
| <input type="checkbox"/> Reference Form (Attachment B) | <input type="checkbox"/> Public Entities Crime Form (Attachment G) <u>must be notarized</u> |
| <input type="checkbox"/> Samples of work products delivered to each client reference | <input type="checkbox"/> Sealed Proposal Label (Attachment H) |
| <input type="checkbox"/> Insurance Requirements Form (Attachment C) | <input type="checkbox"/> ALL items completed and submitted as requested per Section 8 |
| <input type="checkbox"/> Current Certificate of Insurance as required herein | <input type="checkbox"/> One (1) manually signed proposal, six (6) copies, and an electronic version in usable Microsoft Word or Excel format on CD/DVD or flash drive as required herein. |
| <input type="checkbox"/> All addenda issued, if any, acknowledged (Attachment D). Copies of each are included in the proposal. | <input type="checkbox"/> Sample Work products for School District of Lee County (Section 8.9 and 8.10) |
| <input type="checkbox"/> Debarment Form (Attachment E) | |

Proposer Business Name: _____
 Proposer Taxpayer Identification Number: _____
 Address: _____
 City, State & Zip Code: _____
 Telephone: _____ Fax: _____
 Name of Owner or Authorized Officer/Agent: _____
 Title: _____ Date: _____
 Email Address: _____ Internet URL: _____

Signature of Owner or Authorized Officer/Agent: _____
(Proposal must be signed by an officer or employee having authority to legally bind the Proposer)

Anti-Collusion Statement/Public Domain: I, the 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 subject to the Public Records Act, Chapter 119, Florida Statutes.

Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **Required Submittal Checklist**, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Proposal, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Could not meeting bonding requirements | <input type="checkbox"/> We do not offer the product or service requested |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Keep our company on the proposal list for future proposals |
| <input type="checkbox"/> Could not meet specifications | |

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GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

1. **Sealed Proposal Requirements:** The "Invitation to Negotiate" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on CD/DVD or flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by The District. **Proposals received that fail to comply with these submittal requirements may not be considered for award.**
2. **Definitions:** for the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
 - a) "District" shall mean The School District of Lee County, Florida.
 - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
 - c) "Consultant" shall mean the successful proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Proposer's Responsibility:** It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting their proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
4. **Proposal Submittal:** All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
5. **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, 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 Consultant list.
Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITN due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Proposal:** One proposal clearly marked "Original", copies as required herein and an electronic version on CD/DVD or flash drive identical to the original in a useable Microsoft Word or Excel format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
 - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front door; present proposal to Procurement Department representative for official date/time stamping.
 - b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITN.
10. **Proposal Opening:** Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned unopened and shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
12. **Processing Time:** It is understood that the normal proposal processing time shall be 90 days after the opening date of this ITN,

and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.

13. **Original and Renewal Term:** The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from this ITN (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. At the request of the District and upon written agreement by both parties, the original or a renewal term may be extended for up to 180 days. The Proposer agrees to these conditions by signing its proposal.
14. **Lobbying:** Proposers are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this ITN. All inquiries must be written and directed to the Department of Procurement Services.
 - a) 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 on the award of this contract. Lobbying by any Proposer or any individual on behalf of a Proposer will result in rejection/disqualification of said proposal.
 - b) Violation of this provision regarding lobbying may also result in disqualification of the Proposer from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
16. **Brands:** Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Consultant catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this proposal to a Proposer, no substitution of brands shall be permitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by The District.
17. **Warranty/Guarantee:** All materials and/or services furnished under this proposal shall be warranted by the Consultant, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Consultant must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Consultant shall make any such repairs and/or replacements immediately upon receiving notice from The District.
18. **Proposal Evaluation and Award:** Proposals shall be reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
 - a) Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations. The District reserves the right to create, and select proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. The District reserves the right to negotiate individually or collectively with the top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
 - b) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website <http://www.leeschools.net/procurement>.
 - c) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
19. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
20. **Contract Documents:** The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. The District does

not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Proposer enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and The District. This contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.

21. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.

- a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach and Sanibel. The District's enrollment is approximately 80,000 K-12 students. With approximately 11,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.

22. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

- a) The volatility is due to causes wholly beyond the Consultant's control
- b) The volatility affects the marketplace or industry, not just the particular Consultant's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Consultant that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected

product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

23. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Consultant may propose a substitute product to the District. The Consultant shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Consultant will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

24. **Consultant Performance:** The Consultant shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Consultant shall at all times maintain good discipline and order while on District property. Consultant employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Consultant shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Consultant shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Consultant's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Consultants employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Consultant's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Consultant's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Consultant's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- f) Consultant shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- i) The Consultant shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this

requirement will result in the costs of the performance of this work by others being charged to the Consultant.

- j) The Consultant shall be responsible for all damages caused by the Consultant and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Consultant from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Consultant to condition at least equal to that existing at the time of Consultant's commencement of any project.
- l) Consultant acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Consultant shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Consultant or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Consultant is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Consultant shall take all actions necessary and required to immediately restore such Utilities service. If Consultant fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Consultant within five (5) business days of written demand for same from The District.
- n) Consultant is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Consultant's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Consultant shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Consultant shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Consultant observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Consultant shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Consultant shall be responsible for instructing their employees in all safety measures. All equipment used by the

Consultant shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

- i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- iii. The Consultant shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
- iv. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 25. **Inspection, Identification and Acceptance:** Consultants shall be responsible for delivery of items in new condition meeting specification at point of destination. Consultants shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 26. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful proposers. After acceptance of a proposal, the District will notify the successful proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 27. **Worker's Compensation:** Consultants shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Consultant shall require subcontractors similarly to provide Workers' Compensation Insurance.
- 28. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Consultant, the Superintendent or designee will give written notice to the Consultant stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may 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. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) 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 Board will only be required to pay to the Consultant that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at

the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:

- a) Consultant is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
 - b) Consultant has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
 - c) Consultant has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
 - d) Consultant has been engaging in business operations in Cuba or Syria.
29. **Default:** In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
30. **Liability:** Where Consultants are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a proposal award, the Proposer assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
31. **Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless Consultant is entitled to sovereign immunity by action of the Florida Legislature.** The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Consultant shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Consultant, any Subcontractor, or anyone directly or indirectly employed by any of them. The Consultant's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Consultant's limit of, or lack of, sufficient insurance protection.
32. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
33. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Proposer.
34. **Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
35. **Ethics:** All awarded Consultants shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the Florida Commission of Ethics, and District Purchasing and Bidding Policies.
36. **Confidentiality:** Proposers shall be aware that all submittals provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
37. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
38. **Authority to Piggyback:** The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
39. **Invoicing:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department. The Consultant will provide **two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.**
- a) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
40. **Liquidated Damages Recovery:** Consultant agrees to the use of Liquidated Damages Recovery in the event the Consultant fails to perform in accordance with contract provisions. On any occasion where the Consultant fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Consultant financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Consultant.
41. **Contact Information:** The Consultant shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the

District Representative. The Consultant shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.

42. **Bid Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the proposal protest procedures established by the School District of Lee County, Florida shall constitute a waiver of all protest rights.

43. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:

- a) Keep and maintain public records required by the District to perform the service.
- b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the District.
- d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Consultant or keep and maintain public records required by the District to perform the service. If Consultant transfers all public records to the District upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of public records, in a format that is compatible with the information technology systems of the District

44. **Consultant Background Screening Requirements:** Consultant will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Consultant and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Consultant providing any services on campus while students are present. The Consultant will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Consultant and its employees. Consultant will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Consultant will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Consultant agrees that in the event the Consultant or any employee who the Consultant has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Consultant will notify The District within 48 hours of such.

a) The parties agree that in the event that Consultant fails to

perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Consultant agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Consultant's failure to comply with the requirements of this paragraph of the Florida Statutes.

- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Consultant and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Consultants and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Consultants to be fingerprinted in every District in which they provide services.
- c) Consultant must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining District badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Consultant.

45. **Consultant Process for Fingerprinting:** Upon award, Consultant is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the School District of Lee County Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: (a) Prior to the start of work on any District site, all construction Consultants and other Consultants including but not limited to construction manager, company owners, architects, engineers, specialty Consultants, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception as defined in §1012.468, Florida Statutes. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks. (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Consultant or a subcontractor, to a District construction site or any District property it is the responsibility of the Consultant to follow the requirements of this policy.

Consultant Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website: <http://www.leeschools.net/Vendor-fingerprinting-faq>.

Consultants who will never be present on a school district campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for Consultants with the School District of Lee County will be provided by Fieldprint.

There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are

available on the Fieldprint registration website at
<http://www.fieldprintflorida.com>.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

DETAILED SPECIFICATIONS
ITN NO N177293RC
BRANDING

1. **Overview:** The School District of Lee County, Florida, hereinafter the District, is seeking qualified consultants to provide strategic communication services. The District invites firms and individuals experienced with public education communications, marketing, and public relations to submit proposals, all in accordance with the law and School Board policies and procedures for the following categories to support the District:
 - A. Brand Development and Communication;
 - B. Public Relations and Marketing strategy;
 - C. Recruitment Advertising; and
 - D. Additional Support, as needed, and defined by the District throughout the contract.

The School District of Lee County is the 32nd largest school district in the United States and the 9th largest in Florida with about 90,500 students in grades K-12. The District includes 45 elementary schools, 16 middle schools, 4 combined K-8 schools, 13 high schools, 16 special centers, 2 technical colleges, 1 public service academy, and 26 charter schools. An important requirement is to ensure District communications reach all stakeholders. Recent economic challenges have resulted in 16 percent of the District population living in poverty, including 27 percent of people aged 18 or under. About 68% of students in Lee County are eligible for a free or reduced-price lunch due to low household income or homelessness.

The demographic composition of Lee County residents includes approximately 85% white, 9% black, and approximately 19% Hispanic residents. However, these demographics for the general population are remarkably different than those of the school-age population. Lee County students are about 41% white, and about 15% black. About 40% of students are Hispanic.

The District anticipates awarding one contract to one or more Proposer for a period of performance of three (3) years plus options for three (3) additional one (1) year periods under the same terms and conditions. Post award project work will be distributed at the discretion of the District. An alternate award strategy may be implemented at the District's sole discretion.

All proposals submitted shall be on the Proposal Response Form, Attachment A, included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <http://www.leeschools.net/procurement>.

2. **Account Manager:** The District requires Proposers to designate a primary point of contact who will manage the project with the District.
3. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Richard Cowie, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
E-mail: RichardAC@LeeSchools.net.

All questions must be received no later than **March 15, 2017 at 2:00 PM**. Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and their official responses will be issued by the Department of Procurement Services in the form of addenda and placed on The District's website <http://www.leeschools.net/procurement>. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document or by addendum to this ITN will be binding on the District.

4. **Contract Term:** The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by The District. The Proposer agrees to this condition by signing its proposal.
5. **Invoicing Requirements:** Awarded Proposer(s), herein after Consultant(s), shall provide detailed, itemized monthly status reports that includes a breakdown of hours and status of tasks in progress, estimated completion date of each task, staff performing work and any requirements for District support.
6. **Substitutions / Additions:** For the duration of the awarded contract, upon request of the District, tasks of a similar nature and cost may be substituted or added, when approved in writing by the District in advance, and upon completion of successful price negotiations between the District and the Consultant(s)
7. **Estimated Timeline**

March 3, 2017	Release of ITN No. N177293RC
March 15, 2017	Written questions due in the Department of Procurement Services by 2:00 PM, local time
March 27, 2017	Proposals due on or before 2:00 PM local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
April, 2017	Evaluation Committee reviews proposals
April, 2017	Optional interviews, schedule at the District's discretion
May, 2017	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

8. **Proposal Submittal - Information to be Included in the Proposal:** In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in your proposal. All responses to the ITN shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Include one (1) original, manually signed proposal, six (6) copies, **An electronic copy, identical to the original, shall be submitted on a flash drive, CD or DVD. The Electronic copy shall be in a usable format (e.g. with no locked cells; Adobe PDF is not acceptable.) Failure to comply with proposal submittal requirements may be grounds for proposal rejection.**

8.1 **Title Page:** Include ITN number, subject, the name of the proposer, address, telephone number and the date.

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

8.3 **Letter of Transmittal:** Proposer shall include the following information in the letter of transmittal:

- a) Names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email addresses and telephone numbers.
- b) Name of the proposed Account Manager.

- c) Indicate if the Proposer is a firm or individual.
- d) Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.

8.4 **Required Submittal Checklist:** Proposer shall complete and submit the Required Submittal Checklist coversheet (page 1 of the ITN) with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.

8.5 **Corporate Overview:** Provide the location of the office from which service is to be performed and the number of partners, managers, supervisors, senior management and other professional staff employed at that office. Indicate the number of years the business has been in operation performing the requested service.

Disclose under what other or former name(s) the Proposer is currently operating or has operated.

Provide a statement of any litigation or regulatory action that has been filed against the Proposer, any affiliates, and/or subcontractors in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect.

8.6 **Related Experience:** Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN. Proposers are encouraged to attach materials prepared for other clients.

8.7 **Project Approach:** Proposer shall describe the approach to be applied to implement the tasks defined in the Scope of Work herein. Tasks A through Task C, pages 14 through 16.

- a) Describe how each task will be implemented.
- b) Describe tools, techniques, knowledge, skills and abilities to be leveraged.
- c) Describe measures of success for each task and deliverable.
- d) Provide a draft project timeline.

8.8 **Sample Work Products:** Provide a response to the two Sample Work Products as specified below with proposals.

8.9 **Sample Work Product 1.** Create and submit a fresh Facebook advertisement that will meet the District's need for hiring many qualified teachers.

- a) Target markets include: recent college graduates, career changers, and attracting people outside of the State of Florida.
- b) The District is seeking professional, engaging, creative, unique, ads that will engage recent college graduates and career changers.
- c) The District is seeking a professional themed advertisement, look and feel, (excluding beach themed, pencil, crayon, chalkboard, apple, red brick school houses, or cartoon illustrations)..

8.10 **Sample Work Product 2.** Provide a formal project plan for implementation of the project to develop a District Brand including:

- a) A sample project schedule.
- b) A Training Plan to train District personnel.
- c) A plan for educating external stakeholders on the brand and communicating the new brand.
- d) Metrics to be captured pre and post brand roll out to insure effectiveness of branding initiative.

8.11 **Understanding the Community:** Demonstrate an understanding of the Lee County community. Articulate Proposer's understanding of the community's diversity. Some examples include:

- a) Education.
- b) Socio-economic composition.
- c) Ethnic diversity and multi-lingual population.
- d) Business community.

- 8.12 **Account Manager:** Proposer shall identify Account Manager who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products. Include resume(s) for proposed key personnel.
- Include a resume for the proposed Account Manager. The successful candidate shall demonstrate ten years or more of executive consulting services with government entities. Experience supporting school districts is preferred. A Bachelor's degree or higher in communications, media, journalism, public relations, or public administration is desired.
 - Optionally, other key personnel may be proposed, with resumes included.
- 8.13 **Attachment A - Proposal Response Form (Pricing):** Submit proposed firm fixed price for each task hourly labor rates for additional support. Pricing shall include all materials, and equipment (beyond what is provided by the District) and shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed.
- 8.14 **Attachment B – Reference Form:** Three (3) references are required to be received by the District via email no later than the proposal due date, from Proposer's clients. Proposer's clients shall email the completed Reference Form to RichardAC@LeeSchools.net, and references shall be received from the Proposers client's email address. In addition to client submitted references, a copy of final materials submitted to proposer's client shall be submitted as sample work products for each client reference. Each combined reference and work product sample are eligible for up to 3 for a maximum not to exceed 9 points for references. Missing references will receive a score of zero. Proposers may request more than 3 clients to submit references. Failure to provide references as stated herein, may result in proposal being deemed non-responsive.
- 8.15 **Attachment C – Insurance Requirements Form:** Proposer shall respond to the District insurance requirements.
- 8.16 **Attachment D – Addenda Acknowledgement Form:** Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your proposal to be considered.
- 8.17 **Attachment E – Debarment Form:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- 8.18 **Attachment F – Drug Free Workplace Certification:** Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug Free Workplace Form must be signed and returned.
- 8.19 **Attachment G – Public Entity Crimes Form:** Sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes, signed and notarized.
- 8.20 **Attachment H – Proposal Mailing Label:** Accurately completed and adhered to sealed proposal.

9. **Evaluation of Proposals – Evaluation Criteria:** Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Pricing	30
Project Approach	30
Sample Tasks	30
References	9
Submittal (completeness, correctness, and clarity)	1
TOTAL POSSIBLE POINTS	100

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The following criteria will be used to evaluate presentations and/or interviews of one or more "short listed" Proposers.

EVALUATION CRITERIA	MAXIMUM POINTS
Interview Team	30
Demonstrated Knowledge and Experience	25
Creativity	25
Best and Final Offer Price	20
TOTAL POSSIBLE POINTS	100

Scope of Work: There are 4 categories of service requested:

- A. Brand development and communication;
- B. Public relations and marketing;
- C. Recruitment advertising; and
- D. Additional Support, as required.

A. Brand Development

Task A1 – Brand Development

- a. Engage the School Board members, District leadership, employees, business partners, community members and other stakeholders to understand the District and its mission and vision, including Vision 2020, the District's strategic plan.
- b. Create a new brand that clearly reflects and embodies the District and its focus.
- c. Ensure the brand represents all schools and the socio-economic community of Lee County.
- d. Create key messages and visual aids that clearly and enthusiastically articulate the District's brand.
- e. Create a communications plan that includes, but is not limited to: goals, strategies to reach target audiences, designs/slogans, timetable for implementation, and budget.

Outcome: Board-approved District brand and logo.

Task A2 – Communication of the District's Brand: The Consultant shall take a leadership role in communicating the brand to employees, parents, the community and other District stakeholders. The Consultant shall:

- a. Train key personnel at the District and School levels in understanding and delivery of the brand. Identify how each position in the District relates to the brand.
- b. Assist the District in disseminating the brand, including identifying local civic organizations for brand promotion.
- c. Assist the Board, Superintendent, and district leaders with showcasing achievements and highlighting progress on District goals.
- d. Engage various media for dissemination of information.
- e. Ensure all stakeholders have access to District goals and objectives. (*Stakeholders include: students, parents, advisory committees, staff, business partners, post-secondary institutions, tax payers civic organizations etc...*)
- f. Provide materials (i.e., digital, print, video, social media) to communicate the District brand.

Outcome: Measurable increased awareness of the District's brand image.

Task A3 – Leverage Technology to Reach all Stakeholders:

- a. Communicate the District's brand by leveraging all forms of media to reach all stakeholders.
- b. Expand the District's use of social media to communicate the District's brand.

Outcome: Measurable increased awareness of the District's brand image.

B. Public Relations and Marketing

Task B1 - Conduct Market Research and Gap Analysis: The Consultant shall take a leadership role in determining the capacity of the District's Communications Department to implement a proactive communications strategy and identify gaps. The Consultant shall:

- a. Interview selected staff and board members, review existing communication tools, news clips, plus relevant District documents, with a critical eye toward communication effectiveness.

- b. Create a Gap Analysis document with a description of the findings from the analysis, market research, and documented recommendations.

Outcome: Identified gaps and strategic allocation of resources to best communicate the district's brand and messaging.

Task B2 – Marketing Services: The Consultant shall take a leadership role in helping communicate the District's major initiatives including, but not limited to: Vision 2020, Fundraising, Student Assignment, Hiring and Recruiting, Parent & Community Engagement and Growth Planning and Management. The Consultant shall:

- a. Advise the District on strategies for communicating topics critical to the organization's success, including, but not limited to: strategic advice, writing of key messages and success stories.
- b. Graphic design and creative services including, but not limited to: layout and design of print and /or digital brochures, flipbooks invitations, email blasts signage, banners, audio scripts, video, press releases, web content, and other digital and print materials as needed.
- c. Develop sessions of communications training for staff including but not limited to: developing web content, social media successes, powerful presentations, multimedia messaging and slide production, information kits for principals to use at schools, and crisis management.

Outcome: Measurable increased awareness and training to support the District's messaging surrounding key initiatives.

C. Recruitment Advertising: The Consultant shall take a leadership role in supporting the recruiting of District personnel including:

Task C1 - Public Relations & Media Relations

- a. Research and development of a news release distribution list of targeted media contacts and publications applicable to the Recruitment's key objectives and target audiences.
- b. Development of a strategic public relations plan to align with Recruitment's communication, recruitment and retention goals and outline a timeline for topics/content releases and story pitching.
- c. Research, copywriting, project coordination for standard news releases.
- d. Writing and coordination of advertorials and guest or specialized editorials if needed.
- e. Distribution of each release or delivery of approved advertorial or editorial to appropriate contact.
- f. Pitching stories to targeted media and interview coordination.
- g. Social media distribution of news releases.

Task C2 - Social media marketing

- a. Update/develop relevant social media pages including Facebook, Twitter and Instagram, etc. Supplemental writing, posting and management of social media messages and program execution including weekly social media posts, communication and promotion.
- b. Updating photos, videos, adding events and other content as needed to all social media profiles.
- c. Soliciting new Fans/Followers to increase message reach and updating pertinent Recruitment account information.
- d. Set-up and ongoing management of paid advertising strategies on social media sites.
- e. Set-up of closed social network group for new teachers.

Task C3 - Graphic design and creative services

- a. Layout and design of print and/or electronic contracts, brochures, flipbooks, relocation packages, invitations, email blasts, signage, banners, etc. as needed.
- b. Creative copywriting.

Task C4 - Email marketing services, as needed

- a. Copywriting, and layout and development for ongoing email blasts
- b. Distribution of e-blasts
- c. Monthly analysis of open-rate, click-through, opt-outs and bounce backs
- d. Updating database contact information

Task C5 - Production coordination, as needed

- a. Estimating costs and coordination with outside vendors as needed (unique/custom promotional items, printers, sign companies, etc.).

Outcome: Successful planning, coordination and implementation of tasks to the satisfaction of the District.

D - Additional Support: At the District's discretion, the District may request additional support from the awarded Consultant, and additional work may be performed under the awarded contract. For each such task, the District shall request from the awarded Consultant a written price quote which shall include a description of the scope of work, and deliverables. No work classified as Additional Support shall proceed without District approval of the work and associated cost. No price information is required to be submitted for Category D as tasks have not been defined.

ATTACHMENT A – PROPOSAL RESPONSE FORM

**THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT SERVICES
ITN No. N177293RC
BRANDING**

DATE SUBMITTED: _____

PROPOSER NAME: _____

TO: The School District of Lee County Fort Myers, Florida

In addition to pricing, provide information required in response to Section 9.

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

ITEM	ITEM DESCRIPTION		
TASK A	BRAND DEVELOPMENT AND COMMUNICATION	\$	_____
TASK B	PUBLIC RELATIONS AND MARKETING	\$	_____
TASK C	RECRUITMENT ADVERTISING	\$	_____
	TOTAL FIXED FEE FOR TASKS A THROUGH C	\$	_____
Hourly Rate for Additional Support		Labor Category	Hourly Rate
		_____	\$ _____
		_____	\$ _____
		_____	\$ _____

Printed Name: _____

Signature of authorized Consultant representative: _____

Date: _____

ATTACHMENT B – EMAIL REFERENCE REQUEST FORM

ITN #N177293RC - Branding

CLIENT TO COMPLETE AND RETURN VIA EMAIL TO THE SCHOOL DISTRICT OF LEE COUNTY

REQUESTING AGENCY: SCHOOL DISTRICT OF LEE COUNTY, FLORIDA

PROPOSER: _____

CLIENT PROVIDING REFERENCE: _____

CLIENT NAME: _____ EMAIL: _____ PHONE: _____

In response to Invitation to Negotiate #N177293RC – Branding, the School District of Lee County requires interested Proposers to submit client references for a minimum of three (3) prior engagements for which the Proposer has served in this capacity.

Instructions to Proposers: Complete the Proposer/Consultant Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. Up to three (3) complete, on time references may earn the Proposer from zero (0) to five (3) points each during the evaluation process. Missing references will result in a score of zero (0) points each and may result in the Proposer being deemed non-responsive. References shall be ***exclusive of the District.***

Instructions to Client References: Complete this reference questionnaire and return it no later than March 27, 2017, 2:00PM EST, via email, to RichardAC@LeeSchools.net

-
1. Is the vendor currently providing services for your agency or have they provided support for this service in the past 3 years? For what duration were the services provided?
 2. What was the size of the project?
 3. Were you satisfied with the results?
 4. Where their solutions creative? Explain.
 5. How reliable is the firm? Do they do what they say they will, in the time they commit to?
 6. Who was the firm's leader for the work performed? Were they effective and was the work delivered in a quality, professional manner?
 7. If you had the opportunity to change something about the contract delivery or management, what would it be?
 8. In your opinion, what does the firm do best?
 9. Would you hire them again, and/or recommend them for hire?

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

**The School Board of Lee County Florida
Insurance Requirements**

<u>INSURANCE TYPE</u>	<u>REQUIRED LIMITS</u>	
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limit of <u>\$500,000.00</u> each incident.	
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000.00</u>	Single Limit Per Occurrence
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.		
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$1,000,000.00</u>	Each Occurrence
<u>X</u> 5. Other Insurance as indicated below: a) Professional Liability b) Builder's Risk	<u>\$1,000,000.00</u> \$ -0-	

The School Board of Lee County Florida Insurance Requirements
(Continued)

X 6. Vendor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same vendor shall provide The School Board of Lee County with certificates of insurance meeting the required insurance provisions.

X 7. The School Board of Lee County must be named as “**ADDITIONAL INSURED**” on the Insurance Certificate for Commercial General Liability.

X 8. The School Board of Lee County shall be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:

The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

X 9. **Thirty (30) Days Cancellation Notice is required.**

X 10. **The Certificate must state the Proposal Number and Title.**

PROPOSER’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within five (5) business days of the Notice of Award of the proposal. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability. The School Board of Lee County desires proof of insurability at levels required for this proposal.

A current certificate of insurance is attached: _____ YES _____ NO

Proposer Name Proposer Title

Signature of Proposer

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each proposer to ensure that all addenda released are received; that all ITN and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addendum with proposal.

Addendum #1 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #2 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #3 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #4 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

Addendum #5 _____ Date Issued: _____ Attached to proposal? __Y__N
Signature

ATTACHMENT E – DEBARMENT FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which 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," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of 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 proposal 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 proposal that it will include the 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 No 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 a 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..

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 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 participant shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned proposer, in accordance with Florida Statue 287.087 hereby certifies that

_____ does:
Name of Business

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, 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 proposal a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____ (Name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. as entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

Form PUR 7068 (Rev. 11/89)

ATTACHMENT H - SEALED PROPOSAL LABEL

Attach this “Sealed Proposal” label to the outside of proposal response envelope.

SEALED PROPOSAL * DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL DISTRICT OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

BRANDING

ITN NO.: N177293RC
OPENS: March 27, 2017 at 2:00 pm