

Invitation to Negotiate (ITN)



District Marketing Services

ITN 507-2023

ITN Released: January 23, 2023

Deadline for Questions*: 2:00 p.m. February 8, 2023

Replies Due*: 2:00 p.m. March 1, 2023

June Kail

Procurement Officer

Leon County Schools

Purchasing Department

3397 West Tharpe Street

Tallahassee, Florida 32303

*Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 1.8)

ITN Timeline

Steps in the ITN process	Date and Time	Location (if applicable)
Release of ITN	January 23, 2023	District Website https://www.leonschools.net/Page/4411
Non-Mandatory Pre-Reply Conference	January 31, 2023 at 2:00 p.m.	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Written Questions Due	February 8, 2023 at 5:00 p.m.	Submit to: June Kail, Procurement Officer Subject: ITN 507-2023, District Marketing Services Email: purchasing@leonschools.net
Anticipated Posting of Answers to Submitted Questions	February 21, 2023	District Website https://www.leonschools.net/Page/4411
Sealed Replies Due and Opened	March 1, 2023 at 2:00 p.m.	Submit to: Leon County Schools Purchasing Department Attn: June Kail, Procurement Officer ITN 507-2023, District Marketing Services 3397 W. Tharpe Street Tallahassee, FL 32303* *Also the location for the Reply Opening
Evaluation Team Meeting	March 6, 2023 at 2:00 p.m.	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Anticipated Negotiations	March-April 2023	Leon County Schools Purchasing Department 3397 W. Tharpe Street Tallahassee, FL 32303
Negotiation Team Meeting	April 2023	The meeting date and time will be posted at least seven (7) days prior to the meeting on the District's website at https://www.leonschools.net/Page/4411 .
Anticipated Date the District will Advertise its Notice of Board Decision	April 2023	District Website https://www.leonschools.net/Page/4411

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SECTION 1: Key Information

1.1. Quick Facts

- a. The Board, on behalf of the Leon County School District, is inviting competitive sealed responses from qualified Respondents to explore the various objectives outlined in the ITN and to determine, through the negotiation process, innovative ways to provide marketing and branding services to the District.
- b. This ITN is a multi-step procurement process, including a technical evaluation, a cost evaluation, and a negotiation phase.
- c. The use of capitalization (such as Respondent) denotes words and phrases with special meaning as defined in [Section 5, Definitions](#).
- d. All dates and times reflect Eastern Time (Tallahassee, Florida) unless otherwise indicated.

1.2. How to Contact Us (Procurement Rules and Information)

- a. All questions related to this ITN must be made in writing, via email, to the Procurement Officer listed below. Questions will only be accepted if submitted in writing on or before the date and time specified in the Timeline.
- b. The Non-Mandatory (optional) Pre-Reply Conference is an opportunity for interested companies to ask questions. Oral questions will be entertained at the Non-Mandatory Pre-Reply Conference as outlined in the Timeline. The District's answers to oral inquiries are non-binding and are not considered the official position of the District unless those questions are subsequently submitted in writing, per this Section.
- c. On or about the date referenced in the Timeline, the District will advertise its answers to written questions on the District's website.
- d. Between the release of the solicitation, and the end of the 72-hour period following the advertisement of the Notice of Board Decision (the 72-hour period excludes Saturdays, Sundays, and District holidays), Respondents to this ITN, or persons acting on their behalf, may not contact any employee or officer of the Leon County School Board or Superintendent concerning any aspect of this solicitation, except in writing to the Procurement Officer as provided in this solicitation or during the negotiation phase, as directed by the District. Violation of this provision may be grounds for rejecting a Reply.
- e. Any person requiring special accommodations in responding to this solicitation because of a disability should contact the LCS Purchasing Department at (850) 488-1206, at least five (5) days before any pre-solicitation conference, solicitation opening, or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the LCS Purchasing Office by using the Florida Relay Service at 1-800-955-8771 (TTY/ASCII).
- f. **The District's Procurement Officer**
June Kail, Director of Purchasing, Property Management, and Warehouse
Purchasing Department
Leon County Schools
3397 W. Tharpe Street
Tallahassee, FL 32303
Telephone: (850) 488-1206
Email: purchasing@leonschools.net
- g. The Respondent shall not initiate or execute any negotiation, decision, or action arising

from any verbal discussion with any District employee related to this ITN (see Section 2.2 of this ITN). Only written communications from the District's Procurement Officer are considered duly authorized expressions on behalf of the District. Additionally, only written communications from a Respondent are recognized as duly authorized expressions on behalf of the Respondent. Any discussion by a Respondent with any employee or representative of the District, involving cost or rate information, outside of the negotiation phase, and occurring before the District advertises its Notice of Board Decision, may result in the rejection of that Respondent's Reply.

1.3. Developing Your Reply

- a. This ITN is being issued as part of an open, competitive process and sets out the steps and conditions that apply.
- b. Respondents should take the time to read and understand the ITN. In particular, they should:
 1. Review Title XLVIII, [K-20 Education Code](#), within the Florida Statutes.
 2. Develop a strong understanding of the District's requirements detailed in [Section 2](#).
 3. Ensure their company is on file and in good standing with the Florida Department of State, or provide certification of exemption from this requirement, as required for all entities defined under Chapters 607, 617, or 620, Florida Statutes (F.S.), seeking to do business with the District.
- c. Respondents should prepare a clear and concise Reply, avoiding complicated jargon, and thoroughly describing their innovative solutions and their ability to meet the expectations of the District.
- d. Respondents must follow the format and instructions included in this ITN for their Reply submittal.
- e. Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the District reserves the right to review innovative solutions and negotiate the best terms and conditions, if determined to be in its' best interest.
- f. Respondents must use the Rate Information Sheet, Attachment I, to submit pricing. Respondents shall not change or substantially alter the form, but fill it out completely, as instructed in Section 3.2 of this ITN.
- g. Respondents should thoroughly review their Reply before submission to ensure its Reply is complete and accurate and it has provided all information requested in the format prescribed in Section 3, Procurement Rules and Information.
- h. The District is not liable for any costs incurred by a Respondent while responding to this ITN, including the costs associated with attending site visits, oral presentations, or negotiations, as applicable.
- i. Respondents are expected to submit questions or concerns they have regarding the requirements or terms and conditions of this solicitation during the question and answer phase, per Section 1.2, a.
- j. **The District shall reject any and all Replies that do not meet the following pass/fail criteria (also referred to as Mandatory Responsiveness Criteria).** Any Reply rejected for failure to meet these requirements will not be evaluated further.

1. The Respondent shall ensure that all data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time;
2. The Respondent's Reply shall demonstrate that it has at least five (5) years within the last 10 years, of business/corporate experience in providing advertising and marketing services to commercial or governmental clients, preferably public sector;
3. The Respondent's Reply shall demonstrate that it has experience in providing advertising and marketing services to at least three (3) accounts with 1,000 or more employees, preferably public sector;
4. Respondent's Reply and all services to be provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
5. The Respondent shall complete and submit Attachment II, Required Provisions Certification, and Attachment III, Notice of Conflict of Interest; and
6. The Respondent shall submit work samples as directed in Section 2 and 3 of this ITN.

1.4. Submitting Your Reply

- a. Respondents shall submit their Replies in a sealed envelope or package with the relevant ITN number and the date and time of the reply opening clearly marked on the envelope or packaging. Respondents may submit their Replies by mail, courier, delivery services (such as FedEx or UPS), or hand-delivery to the location below. The District will not accept any Replies submitted via email or fax.
- b. Respondents must mail or otherwise deliver their Replies to the following address:
Leon County Schools Purchasing Department
ITN 507-2023, District Marketing Services
Attn: June Kail, Procurement Officer
3397 W. Tharpe Street
Tallahassee, FL 32303
- c. It is the Respondent's responsibility to ensure their Reply is delivered to the District by the date and time stipulated in the Timeline. The District's clock will stamp Replies received and shall provide the official time for the reply opening. **Late Replies will not be accepted.**
- d. Submit a Technical Reply and a Cost Reply in separately sealed and clearly labeled packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately (such as in a sealed envelope) within the same shipping container and clearly marked.
- e. Submit one (1) signed, original Technical Reply, five (5) hardcopies of the Technical Reply, and five (5) electronic copies of the Technical Reply in searchable PDF format on an electronic storage device (flash drive (not password protected)). The original physical Technical Reply will take precedence in the event there is a discrepancy between the original and one of the physical or electronic copies.
- f. Submit one (1) signed, original Cost Reply, five (5) hardcopies of the Cost Reply, and five (5) electronic copies of the Cost Reply in searchable PDF format on an electronic storage device (flash drive (not password protected)). If the electronic copy and original paper copy do not match, the original paper copy of the Cost Reply will take precedence.
- g. The signed original Technical Reply and Cost Reply shall be clearly marked as "Original"

and the physical copies shall be numbered one (1) through five (5).

- h. If the Respondent includes information in their Reply that they believe is and have marked as confidential or trade secret, they should submit a redacted copy of their Reply, as outlined in Section 3.6, the Respondent should submit one (1) redacted hard copy and one (1) redacted electronic copy in searchable PDF format (in addition to the non-redacted version).
- i. Respondents are encouraged to print Reply documents double-sided and minimize the use of non-recyclable materials.
- j. All documentation produced as part of this Reply shall become the exclusive property of the District, may not be returned to or removed by the Respondent or its agents, and will become a matter of public record, subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S. The District shall have the right to use any ideas, adaptations of any ideas, or recommendations presented in any Reply. The award or rejection of a Reply shall not affect this right.

1.5. Reply Opening

- a. Replies are due and will be publicly opened at the time, date, and location specified in the Timeline.
- b. District staff is not responsible for the inadvertent opening of a Reply that is improperly sealed or addressed or those not correctly identified with the ITN number.
- c. After the Bid Opening, interested parties may submit a written request to the Procurement Officer for the names of all Respondents who submitted Replies.

1.6. Disposition of Replies

- a. The District reserves the right to withdraw this ITN at any time and by doing, assumes no liability to any Respondent.
- b. The District reserves the right to reject any Replies received in response to this ITN.
- c. The District reserves the right to waive Minor Irregularities when doing so would be in the District's best interest. The District may correct Minor Irregularities at its exclusive option but is under no obligation to do so.
- d. All Replies become the property of Leon County Schools and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the District reject all Replies and re-solicit, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071, F.S.

1.7. Changes to the ITN

The District will post all addenda and materials relative to this procurement on the District's Purchasing website at <https://www.leonschools.net/Page/4411>. Interested parties are responsible for monitoring this site for new or changing information relative to this procurement. Respondents are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

1.8. Protest Procedures

Per Section 120.57(3), F.S., a Notice of Intent to Protest or a Formal Written Protest must be

filed with the District's Purchasing Department within the timeframes established in Florida Statutes. Filings may be made physically at 3397 W. Tharpe Street, Tallahassee, Florida 32305, or via email to bidprotests@leonschools.net. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, Florida Administrative Code (F.A.C.). Filings received on a weekend, District holiday, or after 5:00 p.m. will be filed the next business day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., 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, F.S.

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SECTION 2: Scope of Work

2.1. Background

The District and the School Board were created under 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, following relevant provisions of the Florida K-20 Education Code, Chapters 1000 – 1013, F.S. The Board consists of five (5) 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 District provides a standard, traditional curriculum to a student body of approximately 30,000 students ranging from pre-kindergarten through the 12th grade. LCSB also provides adult education at a variety of facilities during regular and non-school hours. In addition to the standard curriculum, LCSB offers a variety of specialized technical training programs for the higher-grade levels. LCSB operates 47 schools, including elementary (K-5), combination (K-8), middle schools, high schools, and a technical college.

2.2. Procurement Overview

The Leon County School District is seeking to strengthen its current marketing strategy and practices to promote Leon County Schools as the leading institution of early childhood, K-12, career, technical, and continuing education in the region. The District is looking to attract and retain students and employees by sharing the many positive experiences and outcomes throughout our schools.

To accomplish this objective, the District is seeking competitive and innovative solutions from qualified and experienced marketing and branding agencies to provide communication strategies, marketing data analytics, rebranding, and public relations project management services.

2.3. Transition and Service Implementation

The District will work with the Awarded Respondent(s) to execute one (1) or more contracts for services soon after the award of this ITN. Respondents must have the ability to begin the implementation of services upon award.

2.4. Contract Term

We anticipate that the Contract(s) will commence within 30 days of award. The expected Contract term and options to renew are:

Description	Time Period
Initial term of the Contract	One (1) year
Optional Contract Renewal Term(s)	Up to three (3) years, or portions thereof
Maximum term of the Contract	Four (4) years

2.5. Goals and Objectives of the ITN

The District has specific goals relating to what it hopes to accomplish through this ITN and the new Contract(s). These include, but are not limited to the following:

- Promote the District as an educational organization that promotes high academic standards, integrity, and personal responsibility through a commitment to equity, citizenship, diversity, compassion, and respect in a safe and secure environment.
- Attract and retain enrolled students, educators, and support professionals;
- Increase transparency and improve communications with the community to build credibility and public trust and strengthen collaborative community partnerships;
- Use data to identify our stakeholders and the best strategies and communication channels to maximize their engagement;
- Utilize marketing data analytics and brand-building services to develop communication strategies and a brand that helps the District build upon past successes, articulates who we are, and establishes our vision for the future;
- Rebrand with a new logo and build brand presence, supporting a new brand and vision, and building brand personality and voice; and
- Further define and project the image of the District both within and beyond its borders through effective messaging and a comprehensive marketing strategy, both traditional and digital, with advertising in various media.

2.6. Compensation

The Board is seeking a solution that will provide the best value to the District. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment I, Cost Information Sheet, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining the best value. Vendors must provide the Cost Reply per the instructions in Section 3.2.

To ensure the Board obtains services at the best value, the Board reserves the right to consider alternate pricing models or service offerings during the negotiation phase of the ITN process. A Vendor may propose innovative solutions or alternate pricing models in TAB F of their Reply.

2.7. Scope of Work

The District's website www.leonschools.net is a source of comprehensive information regarding Leon County Schools and can serve as a landing page for any marketing campaign. The District aims to leverage our current initiatives and raise the profile of the District through an increased online presence and digital marketing efforts using search engine optimization (SEO), content creation, and social media presence.

The Vendor shall develop a cost-effective and comprehensive marketing strategy (both digital marketing and traditional) that would utilize social media (e.g., Facebook, LinkedIn, Instagram, YouTube, TikTok, and other innovative recommendations) and other media as suggested (e.g., gaming, Amazon ads, billboards, direct mailings, ads in transit hubs such as airports and train stations, etc.).

Overall services are to include:

Marketing Strategy

- Development of a digital and traditional marketing strategy with suggested budget

expenditures to market, promote, and educate the public about the strengths and comparative benefits of Leon County Schools;

- Enhance the social media following and engagement with the District to reach our identified stakeholders and build positive rapport;
- Initial cost assessment, set-up, strategy, and support for postings and channel management with proposed media; and
- Any recommended ongoing support.

Data Analytics

- Collect data and analyze the results to understand the current reach of the District's communications, identify stakeholders, and identify the best methods of communication with each identified group.

Branding Services

- Redesign the District's visual identity and style to promote an innovative, unified, and cohesive look to all District materials and create a consistent brand that still allows for individualization for each school reflective of their unique school community.
- Develop a new District logo in various formats for multiple applications.
- Deliver detailed brand standards and usage guidelines to drive brand consistency when used by all District departments and schools.
- Develop brand style guidelines that include:
 - Brand logo files, fonts, and color palettes for use in print and digital applications;
 - Integrated imagery and complementary design elements, fonts, and color schemes;
 - Design of brand identity template files for business cards, envelopes, letterhead, email signatures, and presentation decks; and
 - Detailed guidelines on how other affiliated organizations, such as the Foundation for Leon County Schools, will integrate with the new District brand elements.
- Propose a rebranding campaign strategy for the District to execute.
- Propose creative brand ideas for ads, marketing collateral, booths, and signage.

Social Media Strategy

- Provide recommendations on the content for different social media platforms.
- Develop a strategy for the District to execute on how to build a following and maintain engagement while attracting new followers.
- Propose details on what parameters the District should employ on social media, the benefits of using paid ads, geo-fencing ads, mobile messaging ads, etc.
- Propose ideas for content creation and the tools, software, programs, and expertise needed.

Public Relations/Communication Strategy

- Develop a comprehensive Communications Plan that focuses on improving transparency

and proactive communication with District staff, students, families, and the community.

- Develop a Style Guide to ensure branded District communications are professional and consistent.
- Propose innovative tools school sites can use to promote communications with families, students, and staff in a way that is professional, consistent with District guidelines, and in a medium that is most effective. For example, many communications are currently sent via email using a ListServ. Would it be more effective for the District to transition to a mobile texting platform?
- Review our current website template and provide recommendations on how to modernize the look and feel of the website and update the contents of the District's central website and each school's website to ensure brand consistency, while maintaining each school's individuality.
- Conduct media buying services as needed.

2.8. Deliverables

The below deliverables shall be submitted timely to the District per the defined Due Date. Unless a delay is approved by the Contract Manager in writing, the Contractor will be assessed financial consequences of \$500 per day for each calendar day the deliverable is not submitted in accordance with the Contract until properly submitted to the District.

Deliverable #	Deliverable Name	Due Date
DEL-001	Data Analysis Report	Within 60 days of Contract execution
DEL-002	Comprehensive Marketing Strategy and Plan	Within 90 days of Contract execution
DEL-003	District Logo Options	Within 60 days of Contract execution
DEL-004	Brand Standards and Usage Guidelines	Within 30 days of final approval of District Logo
DEL-005	Brand Style Guidelines	Within 30 days of final approval of District Logo
DEL-006	Rebranding Campaign Plan	Within 30 days of final approval of District Logo
DEL-007	Social Media Strategy	Within 90 days of Contract execution
DEL-008	Comprehensive Communications Plan	Within 90 days of Contract execution
DEL-009	Style Guide	Within 120 days of Contract execution
DEL-010	Website Redesign Plan	Within 90 days of Contract execution

2.9. Performance Monitoring

The District may utilize any or all of the following methodologies in monitoring the Respondent's performance under the Contract and in determining compliance with Contract terms and conditions:

- Documentation/review of timely response to work requests;
- Documentation/review of timely completion of work as assigned; and
- Documentation/review of invoices.

The Contract Manager will provide a written monitoring report to the Contractor within 30 days of a monitoring visit. Non-compliance issues identified by the Contract Manager will be described in detail to provide the Contractor(s) the opportunity for correction, where feasible.

Within 10 calendar days of receipt of the District's written monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable), in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Contract Manager, time frames for compliance shall not exceed 30 calendar days from the date of receipt of the monitoring report by the Contractor. CAPs that do not contain all information required shall be rejected by the Contract Manager in writing. The Contractor shall have 15 calendar days from the receipt of such written rejection to submit a revised CAP; this will not increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified in the CAP, or as amended with prior approval of the District. If deficiencies are not corrected within the approved timeframe, the District will impose a financial consequence of \$500 per day until corrected. The Contract Manager may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

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SECTION 3: Procurement Rules and Information

3.1. Contents and Format of Technical Reply Submittals

Replies are to be organized in TABs as directed below. Respondents shall include all the requested information in each TAB or their Reply may be deemed non-responsive. Additionally, information included in the incorrect section may not be scored by the District's evaluation team.

a. TAB A Overview (limit 15 pages)

1) Cover Letter

A cover letter on the Respondent's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Respondent to provide the services requested. If the Respondent is a subsidiary company, the name of the parent company shall be included. Finally, the cover letter must state that the Respondent agrees to provide the services as described in their Reply and the ITN;

2) Executive Summary

An executive summary of the Respondent's Reply. The executive summary will describe the overall solution, cost methodology, assumptions, and innovative ideas the Respondent proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary;

3) Financial Interest

Please include a list of any Board/District employees or officials that have a material financial interest (over 5%) using Attachment III, Section 2. Please include the employee/official's name, title/position, and the date they filed the required Conflict of Interest Statement with the Leon County Supervisor of Elections before the Reply Opening.

4) Required Forms

Respondents shall complete the following forms, as appropriate, and include them in **TAB A**.

- The completed, notarized Attachment II, Required Provisions Certification, signed by the authorized representative who signs the above-mentioned cover letter;
- Completed Application for Vendor Status*, and associated forms (<https://www.leonschools.net/cms/lib/FL01903265/Centricity/Domain/195/FORMS/Application%20for%20Vendor%20Status-ACH%20forms%20FEB%202021.pdf>);
- Attachment III, Notice of Conflict of Interest;
- Attachment IV, Resondent Contact Information; and
- The completed, notarized, Attachment VI, Local Preference Affidavit.

***Please note, if the Vendor is already registered with the District, it does not need to submit another application.**

b. TAB B Experience and Organization

1) References

Using Attachment V, Respondent's Reference Form, Respondents shall provide at least three (3), but not more than five (5), references from businesses or governmental agencies for whom the Respondent has provided services of similar scope and size to the services identified in this ITN. References should reflect current or recent experience and must support the experience requirements of this ITN. To qualify as current/recent experience, services described by references shall be ongoing or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Respondent's Reference Form for References. Reference(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. Current or former employees of the District or current or former members of the Board may not be used and will not be accepted as references if speaking to the services rendered to the District. The District reserves the right to contact reference sources listed or not listed in the Respondent's Reply and to consider references when determining best value.

2) Prior Work Experience

i. Narrative/Record of Past Experience

As indicated in Section 1.4(j) of this ITN, it is a Mandatory Responsiveness Requirement that the Respondent has at least five (5) years of experience within the last 10 years in providing advertising agency services to commercial or governmental clients, preferably in the public sector. Details of the Respondent's experience that meets this requirement shall be provided in narrative form with enough detail for the District to determine its complexity and relevance. Specifically, a Respondent shall include:

- A description of experience providing services similar in nature to the services sought in this ITN;
- The specific length of time the Respondent has provided similar services, and where services were provided;
- A narrative summary of contract performance in all of the above-identified contracts, self-disclosing any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation, grant awards, etc.); and
- A list of all contracts within the last five (5) years that were terminated before the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

ii. Stability

Respondents shall identify any suspension, revocation, or review of the Respondent's licensure in the last five (5) years. Respondents shall also disclose any bankruptcies, judgments, or liens within the last five (5) years.

iii. Disputes

Respondents shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in (i) identification by the contract customer that the Respondent was in default or breach of a duty under the contract or not performing obligations as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

iv. Subcontractor Information

If the Respondent plans to use subcontractors to provide any performance under the Contract, the Respondent shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment VII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

3) Staffing Plan

The Respondent shall describe all staff assigned to the Contract, including an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN. The Respondent shall provide the resume(s) and background information of the staff that will be assigned to this account. Identify the proposed project manager who will be responsible for the day-to-day execution of the engagement and his or her relevant experience.

c. **TAB C Description of Solution**

The Respondent shall describe the following:

- Its understanding of the District's goals and objectives of this ITN;
- Its proposed program design;
- How its recommended approach will meet the ITN's goals and objectives;
- Any risks or challenges it recognizes related to the District's goals or requirements;
- How it will ensure quality services are provided while ensuring costs are managed appropriately;
- How it will focus on community engagement and customer service;
- Its approach differentiators; and

- Why its solution represents the best value for the District.

d. **TAB D Service Area Detail**

Respondents shall use this TAB to describe, in detail, their proposed solution and how services will be provided, organized by the following service areas. This shall include all methodologies, plans, resources, technological tools, and operations processes. This section should include value-added services or deliverables it will provide the District at no additional cost. This section should also include any exceptions or proposed modifications to the standard Contract Terms and Conditions included in Section 4 of this ITN. **Finally, this section should include samples of the Respondents' work in each service area that is representative of the types of services requested by the District.**

e. **TAB E Additional Ideas for Improvement, Innovation, Cost Reduction, and Supplemental Materials**

In TAB E of its Reply, each Respondent is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for services that are not specifically addressed in TABs B – D but may be made available via the Respondent's offering and the potential benefits to the Board that each would bring. **Actual proposed pricing shall only be provided using Attachment I, Rate Information Sheet.**

3.2. **Contents and Format of Cost Reply Submittals**

Each Respondent shall complete and submit Attachment I, Rate Information Sheet, indicating pricing for the Contract's initial and renewal terms. The Rate Information Sheet shall NOT be included in the Respondent's Technical Reply. The Cost Replies shall be provided in a separate, sealed envelope. This envelope may be included in the shipping package with the Respondent's Technical Replies; however, it must be separately sealed within the package. While factors that contribute to cost may be discussed in the Respondent's Reply, actual pricing shall only be included in the Cost Reply. The inclusion of price information in the Technical Reply may result in finding the Reply non-responsive. Cost points will be awarded based on Attachment I, as described in Section 3.3 of this ITN. The District may request that Respondents submit alternate pricing models during the Negotiation Phase of the ITN process.

Each Cost Reply shall include:

- Attachment I, Rate Information Sheet;
- Identify any preferences on alternative methods of compensation;
- Identify any proposed services that may be outside an agreed-upon fee and an estimate for those services, as applicable;

3.3. **Reply Evaluation and Negotiation Process**

The ITN process is used to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the District may negotiate to receive the best value.

This process involves two (2) phases; the Evaluation Phase and the Negotiation Phase. After Replies are received, responsive Replies will be reviewed using the Evaluation Criteria, specified in Attachment IX, by an Evaluation Team designated by the District. Cost Replies will be evaluated by the LCS Purchasing Office using the Cost Evaluation Criteria on Attachment IX. Scores will be combined, establishing the Respondent's overall score (including the Technical and Cost Score). The overall scores will be reviewed to establish a competitive range of Replies reasonably

susceptible of an award. The District, at its sole discretion, will determine which of those Respondents, if any, with which to proceed to the Negotiation Phase. After negotiations are conducted, the Board will award the contract to the Responsible Respondent who it determines will provide the best value to the Board, based on the Selection Criteria in this ITN.

3.3.1 Evaluation Phase Methodology

The designated Evaluation Team members will individually and independently review each Reply and evaluate each Reply on each of the following Technical Evaluation sections per the criteria included in Attachment IX.

Technical Evaluation Section	Available Points (scored by Evaluators)	Weight	Weighted Available Points
References and Prior Work Experience	1-5	10%	50
Description of Solution and Innovation	1-5	5%	25
Marketing Strategy	1-5	20%	100
Data Analytics	1-5	15%	75
Branding Services	1-5	15%	75
Social Media Strategy	1-5	15%	75
Public Relations/Communications	1-5	20%	100
TOTAL		100%	500

Evaluation Team members will assign a score of 1–5 (using **no fractions or decimals**) to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate). The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply fails to address the component or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering; OR Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2

Assessment	Scoring Guidelines	Evaluator Score
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the District's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification, or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Respondent's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The District will combine the Respondent's Final Technical Reply Score and the Respondent's Final Cost Reply Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second-highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Respondents may be invited to participate in the Negotiation Phase. At the District's determination, Responsive Respondent(s) will be invited to the Negotiation Phase based on their Final Evaluation Scores. Respondents are cautioned to propose the best possible offers in their initial Replies, as failing to do so may result in the Respondent not being selected to proceed to the Negotiation Phase.

3.3.2 Negotiation Phase Methodology

The District reserves the right to negotiate with any or all responsive and responsible Respondents, consecutively or concurrently, to determine the best value for a recommendation of award. During the Negotiation Phase, the District reserves the right to exercise the following rights. This list is not exhaustive.

- a. Schedule additional negotiation sessions with any or all Responsive Respondents.
- b. Require any or all Responsive Respondents to provide additional revised or final written Replies addressing specified topics.
- c. Require any or all Responsive Respondents to provide a written Best and Final Offer (BAFO).
- d. Require any or all Responsive Respondents to address services, prices, or conditions offered by any other vendor.
- e. Pursue a Contract with one or more Responsive Respondents for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
- f. Pursue the division of Contracts between Responsive Respondents by service type.
- g. Arrive at an agreement with any Responsive Respondent, finalize principal Contract terms with such Respondent, and terminate negotiations with any or all other Respondents.
- h. Decline to conduct further negotiations with any Respondent.

- i. Re-open negotiations with any Respondent.
- j. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation when necessary and consistent with the terms of this solicitation.
- k. Review and rely on relevant information contained in the Replies received from any Respondent.
- l. Review and rely on relevant portions of the evaluations conducted.
- m. Reject any and all Replies if the District determines such action is in the best interest of the District.
- n. Negotiate simultaneously or separately with competing Respondents.
- o. Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the interested entities offering such portions.
- p. Utilize subject matter experts, subject matter advisors, and multi-governmental entities advisors to assist the Negotiation Team.
- q. Visit a site where the Respondent is currently providing goods or services, with or without inviting the Respondent to participate.

The District has sole discretion in deciding whether and when to take any of the foregoing actions, the scope, and manner of such actions, the Responsive Respondent(s) affected, and whether to provide concurrent public notice of such decision(s).

Before award, the District reserves the right to seek clarifications, request Reply revisions, and request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation/demonstration and may be required to provide additional references, an opportunity for a site visit, etc. The District reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, and copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the District will review references as described in Section 3.2, a., and assess the extent of success of the projects associated with those references. The District also reserves the right to contact references provided, or not provided by the Respondent. Respondents may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Respondent.

In the Negotiation Phase, the Respondent's negotiators will meet with the District's designated Negotiation Team to negotiate rates/pricing/costs and Contract terms and conditions, as applicable to the services being procured through this ITN. The focus of the negotiations will be on achieving the solution that provides the best value to the District, based upon the Selection Criteria listed below, and satisfies the District's primary goals as identified in Section 2.5 of this ITN.

By submitting a Reply, a Respondent agrees to be bound to the terms of Section 4 – Contract Terms and Conditions. Respondents should assume these terms will apply during the Contract term, but the District reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the District determines that it provides the best value to the District or its Members.

3.3.3 Selection Criteria:

- a. The Respondent's articulation of its overall approach to providing the requested services;
- b. The innovation of the Respondent's approach to providing the services;
- c. The Respondent's articulation of its innovative solution and its ability to implement and execute that solution to meet the goals and objectives of this ITN;
- d. The Respondent's demonstrated ability to provide comprehensive quality services cost-effectively and affordably;
- e. The Respondent's experience in providing the services being procured and the maturity of its solution and offering;
- f. How the Respondent's approach satisfies the goals identified herein; and
- g. The value of the Respondent's proposed rates/pricing and any offered Value-Added Services.

3.3.4 Final Selection and Notice of Intent to Award

After the Negotiation Phase, the District will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Respondents with which negotiations were held.

At a minimum, based upon the negotiation process, BAFOs must contain:

- A revised Description of Solution;
- All negotiated terms and conditions; and
- A final Cost Reply.

Each BAFO will be submitted to the District for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the District, based upon the Selection Criteria. The District's Negotiation Team will then develop a recommendation of an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Respondent's BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Leon County School Board regarding the recommendation of the Negotiation Team.

The District does not anticipate re-opening negotiations after receiving BAFOs but reserves the right to do so if it is in the best interest of the District.

The Notice of Recommended Award shall be publicly posted and the Negotiation Team will send its recommendation to the Board. The Board will make the final award decision based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team.

3.4. Advertising Notice of Board Decision

As in any competitive solicitation, the Board shall advertise a public notice of Board action when the Board has decided on the outcome of the solicitation including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the ITN.

The Notice of Board Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and District holidays shall be excluded in the computation of the 72-hour period).

3.5. No Prior Involvement and Conflicts of Interest

Any Respondent who participated through decision, approval, disapproval, recommendation, preparation of any part of the purchase, influenced the content of the solicitation, rendered advice, investigated, audited, or served in any other advisory capacity, is ineligible to participate in this solicitation.

Additionally, no Respondent shall compensate in any manner, directly or indirectly, any officer, agent, or employee of the District for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Respondent. No officer, agent, or employee of the District or Board shall have any interest, directly or indirectly, in any Contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Board. The Respondent shall have no interest, and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

Certification and acceptance of this provision is incorporated in Attachment II, Required Provisions Certification.

3.6. Confidentiality, Proprietary, or Trade Secret Material

The District takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Respondent considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to disclosure under Chapter 119, F.S., the Florida Constitution, or other authority, the Respondent must also simultaneously provide the District with a separate redacted copy of its Reply and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the District's solicitation name, number, and the name of the Respondent on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the District at the same time the Respondent submits its Reply to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondent's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If the Respondent fails to submit a Redacted Copy with its Reply, the District is authorized to produce the entire documents, data, or records submitted by the Respondent in answer to a public record request for these records. In no event shall the District, Board, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

3.7. Small Business Participation

The Board established the Small Business Development Program to support innovative race and gender-neutral strategies to promote small business participation per Board Policy 6325.

3.8. Local Business Preference

This ITN, in the evaluation phase, is subject to the local preference provisions specified in Board Policy 6450.

SECTION 4: Contract Terms and Conditions

4.1. Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a formal Contract amendment signed by both parties.

4.2. Use by Other Public Agencies

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Any such purchases are independent of the agreement between the District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

The District hereby notifies interested parties that the Florida Department of Management Services purchasing agreements and state term contracts have been reviewed for the goods and services contemplated by this solicitation and the District has determined conducting our own solicitation is in our best interest.

4.3. Travel Expenses

The District shall not be responsible for the payment of any travel expenses incurred by Respondents due to this ITN or Contract.

4.4. E-Verify

Per Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term." Contractors meeting the terms and conditions of the E-Verify System are deemed to comply with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system per Section 448.095, F.S.

4.5. Subcontracts

The Contractor may, only with the prior written consent of the District, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission must be identified in the submitted Reply using Attachment VII, Subcontracting Form. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the District. No subcontract, which the Contractor enters into concerning the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on District property, shall comply with the District's security requirements, as defined by the Board, including background checks, compliance with Board Policy 2.021, the Jessica Lunsford Act, and all other

Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the District, per Section 287.0585, F.S. It is understood, and agreed that the District shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Prime Contractor to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

4.6. Background Screening Requirements

The Contractor shall comply with Sections 1012.315, 1012.32, and 1012.465, F.S., and Board Policy 8475, as applicable. All Contractor staff that will be entering school property while students are present are required to obtain a Level II background screening, which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI). The Contractor shall follow the Leon County School Board, Safety & Security procedures for obtaining employee background screenings. The Contractor shall bear all costs associated with background screening.

District Contact

Donald Kimbler

Leon County Schools Safety & Security

Monday-Friday (excluding District holidays), 8:00 a.m. – 5:00 p.m.

Phone: (850) 487-7293

4.7. Insurance

Below are the minimum insurance requirements the Contractor(s) must maintain:

4.7.1 General Liability

Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

4.7.2 Professional Liability/Technology Errors & Omissions

Limit not less than \$1,000,000 per occurrence covering services provided under this Contract.

4.7.3 Workers Compensation

Florida Statutory limits in accordance with Chapter 440, F.S.; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

4.7.4 Auto Liability

Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit. If the Contractor does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Contractor must be furnished to the District indicating the following: "(Contractor Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees

to provide proof of “Any Auto” coverage effective the date of acquisition.”

4.7.5 Acceptability of Insurance Carriers

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody’s Investor Service.

4.7.6 Verification of Coverage

Proof of insurance must be furnished within fifteen (15) days of award of the contract.

4.7.7 Required Conditions

Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- The School Board of Leon County, Florida, its members, officers, employees and agents are added as additional insured.
- All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Leon County, Florida.
- Certificate Holder: The School Board of Leon County, Florida, 2757 W. Pensacola St. Tallahassee, FL 32303
- The School Board of Leon County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage’s or endorsements, herein throughout the term of this agreement.

4.7.8 Cancellation of Insurance:

Vendors are prohibited from providing services under this Agreement with LCSB without the minimum required insurance coverage and must notify LCSB within two (2) business days if required insurance is cancelled.

4.8. Copyrights, Right to Data, Patents, and Royalties

Where contracted activities produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the District has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the District to do so.

The District shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Respondent. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the District, and may not be copied or removed by any employee of the Contractor’s without express written permission of the District.

The Contractor, without exception, shall indemnify, and save harmless the District, the Board, and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor has no liability when such a claim is solely and exclusively due

to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the District's alteration of the article. The District will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Contractor the full opportunity to defend the action, and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the District the right to continue the use of, replace, or modify the article to render it non-infringing. If none of the alternatives are reasonably available, the District agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction. If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

4.9. Independent Contractor Status

The Successful Respondent shall be considered an independent contractor in the performance of its duties, and responsibilities. The District shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture with the Contractor(s).

4.10. Contact with Students

No Contractor staff, subcontractors, suppliers, or anyone involved in any manner with providing goods or services under the Contract(s) shall have direct or indirect contact with students at school sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the Board. The Contractor shall be responsible for ensuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with providing goods or services under the Contract(s).

4.11. Assignment

The Contractor shall not assign its responsibilities or interests to another party without the prior written approval of the District. The Board shall, at all times, be entitled to assign or transfer its rights, duties, and obligations to another governmental entity of the State of Florida, upon giving written notice to the Contractor.

4.12. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

4.13. Severability

The invalidity or unenforceability of any particular provision shall not affect the other provisions hereof and shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes can still be determined and effectuated.

4.14. Reservation of Rights

The District reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the District setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The District reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the District and the health, safety, and welfare of the District's employees, and of the general public which is served by the Board, either directly or indirectly, through these services.

4.15. Americans with Disabilities Act

The Respondent shall comply with the Americans with Disabilities Act (ADA). In the event of the Respondent's noncompliance with the non-discrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be cancelled, terminated, or suspended in whole or in part, and the Respondent may be declared ineligible for further contracts.

4.16. Employment of District Personnel

The Contractor shall not knowingly engage, employ or utilize, on a full-time, part-time, or any other basis during the term of the Contract, any current or former employee of the District where such employment conflicts with Section 112.3185, F.S.

4.17. Legal Requirements

The applicable provisions of all federal, state, county, and local laws, and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Replies received in response to this ITN and shall govern any and all claims and disputes which may arise between a person(s) submitting a Reply hereto and the Leon County School Board, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Contractor shall not constitute a cognizable defense against the legal effect thereof.

4.18. Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida. The venue for any legal proceedings will be Leon County, Florida

4.19. Default

If the awarded Respondent should breach the Contract(s) awarded, the Board reserves the right to seek all remedies in law and/or in equity.

4.20. Termination

a. Termination at Will

The Contract may be terminated by the District upon no less than 60 calendar days' notice and by the Contractor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by another method of delivery whereby an original signature is

obtained, or in-person with proof of delivery.

b. Termination for Cause

Performance issues will be handled per Section 2.8 of the ITN. In the event the Contractor's performance issues are not remedied or are so egregious as to cause damage to life, safety, or property, the District may terminate the Contract upon 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained.

c. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

d. Termination for Lack of Funds

In the event the funds to finance this Contract become unavailable, the District may terminate the Contract upon no less than 24 hours' notice, in writing, to the Contractor. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by another method of delivery whereby an original signature is obtained. The District shall be the final authority as to the availability of funds.

e. Contract Termination Requirements

If at any time, the Contract is cancelled, terminated, or otherwise expires, and a Contract is subsequently executed with a Contractor other than the Contractor or service delivery is provided by the District, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent provider. This includes, but is not limited to, the timely provision of all Contract-related documents, information, and reports, not otherwise protected from disclosure by law to the replacing party.

4.21. Public Records

To the extent that information is utilized in the performance of the Contract(s) or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Contractor agrees to (a) keep and maintain public records required 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 Chapter 119, F.S., 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 Contractor does not transfer the records to the District; and (d) upon completion of the contract, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to the District, upon request from the District's

custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the District. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Respondent for five (5) years after the termination of the resulting contract or longer as may be required by any renewal or extension of the Contract. The District may unilaterally cancel the Contract for refusal by the Respondent to allow public access to all documents, papers, letters, or other material made or received by the Respondent in conjunction with the Contract unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Sections 119.07(1), or 119.071, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JULIE JERNIGAN

Email: jerniganj@leonschools.net

Phone: (850)487-7363,

Address: 520 S. Appleyard Dr., Tallahassee, FL 32304

4.22. Indemnification

The Contractor shall be liable and agrees to be liable for, and shall indemnify, defend, and hold the District, Board, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

4.23. Disputes

Any dispute concerning the performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the District's Assistant Superintendent of Business Services, or designee. The District's Assistant Superintendent of Business Services, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers, and the District's Contract Administrator.

4.24. Federal Terms and Conditions

Any solicitation that involves, receives, or uses Federal funding, the following terms and conditions shall be considered a part of the resulting Contract and the Vendor accepts and acknowledges to follow the applicable terms and conditions for the term of the awarded Contract:

a. Equal Employment Opportunity (2 CFR Part 200.326(C))

All vendors, contractors, and subcontractors must comply with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, implementing regulations at 41 CFR Part 60. This provision applies to all construction contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3.

b. Copeland “Anti-Kickback” Act (2 CFR Part 200.326(D))

All vendors, contractors, and subcontractors must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3). This provision applies to all contracts and sub grants for construction or repair.

c. Davis-Bacon Act (2 CFR Part 200.326(D))

All vendors, contractors, and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) as supplemented by the US Department of Labor regulations (29 CFR part 5). This provision applies to all prime construction contracts in excess of \$2,000 awarded by the District and sub-grantees when required by Federal grant program legislation.

d. Contract Work Hours & Safety Standards Act (2 CFR Part 200.326(E))

All vendors, contractors, and subcontractors must comply with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). This provision applies to all applicable contracts awarded by the District and sub-grantees in excess of \$100,000 that involve the employment of mechanics or laborers.

e. Access to Records (2 CFR Part 200.336)

All vendors, contractors, and subcontractors shall give access to the School Board of Leon County, the appropriate Federal agency, the Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the vendor which directly pertain to this specific Contract for the purpose of making audit, examination, excerpts, and transcripts.

f. Rights to Inventions Made Under a Contract or Agreement (2 CFR Part 200.326 (F))

The recipient or subrecipient must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency. This provision applies to Federal awards meeting the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or non-profit organization.

g. Clean Air Act (2 CFR 200.326(G))

All vendors, contractors, and subcontractors must comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water pollution Control Act as amended (33 U.S.C. 1251-1387). This provision applies to contracts, subcontracts, and sub-grants over \$150,000.

h. Energy Efficiency (2 CFR 200.326(H))

All vendors, contractors, and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

i. Federal Debarment Certification (2 CFR Part 200.326(I))

Certification regarding debarment, suspension, ineligibility, and voluntary exclusion as required by Executive Orders 12549 and 12689, Debarment and Suspension; and in accordance with 2 CFR Part 180, Section 300.

1. The prospective lower tier participant certifies, by submission and signature of this Proposal, that neither it, nor its principals, its agents or its representatives 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.

j. Anti-Lobbying Certification (2 CFR Part 220.326(J))

Certification regarding use of Federal funds as required by Byrd Anti-Lobbying Amendment 31 U.S.C. 1352. This provision applies to contracts at or above \$100,000.

1. The Contractor certifies, by submission and signature of their Proposal, that during the term and after the awarded term of all contracts resulting from this procurement, it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, including that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
2. Where funds other than Federally appropriated funds are used for such purpose in connection with obtaining any Federal award, the Contractor must disclose the same.

k. Procurement of recovered materials (2 CFR §200.322)

The non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This provision applies to items where the purchase price exceeds \$10,000, or the total value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

l. Records Retention: (2 CFR §200.333)

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

4.25. Anti-Discrimination

The District will not and all vendors and contractors shall not discriminate against faculty, staff, contractors, or students on the basis of age, color, disability, ethnic origin, nationality, genetic information, gender, including gender identity, sexual orientation or gender expression, race, religion, or veteran status, or any other category protected by federal, state, or local law in its educational programs, website accessibility, admission policies, financial aid, employment, or other school administered programs. The Parties will abide by the District's anti-discrimination and anti-bullying policies in accordance with the law while performing under this Contract.

4.26. Discriminatory Vendor List

Per the provisions of 287.134(2)(a), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer, nor its principal

Vendor, agent or representative is presently on the discriminatory vendor list, or otherwise precluded by Section 287.134, F.S. from participating in this Contract.

4.27. Public Entity Crime & Convicted Vendor List

Per the provisions of 287.133 (2)(a), F.S. “a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Vendor certifies, by submission and signature of their Proposal, that neither the Proposer, nor its principal, agent, or representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction, or otherwise precluded by Section 287.133, F.S. from participating in this Contract.

4.28. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000 in total (not including renewal years), the Respondent certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473 and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria as stated in Section 287.135(2)(b)2, F.S. Per Sections 287.135(5) and 287.135(3), F.S., the Respondent agrees the Board may immediately terminate the Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Reply for a contract or upon execution or renewal of a contract with an agency or local governmental entity for goods or services of any amount must certify that the company is not participating in a boycott of Israel.

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SECTION 5: Definitions

In this ITN, the following words and expressions have the definitions below, unless the context otherwise clearly leads to a different interpretation.

Adjacent County	Any private independent vendor whose county abuts Leon County and has been licensed at least six (6) months preceding the bid or proposal opening, as required by local, State, and Federal law, to provide the goods and services to be purchased.
Business Day	Any weekday in Florida, excluding Saturdays, Sundays, and District-observed holidays.
Contract	The written agreement entered by the Board and Successful Bidder(s) resulting from the award of this solicitation for the delivery of the goods or services described herein.
Contract Manager	The District representative, or their designee, whose responsible for oversight of the resulting Contract including performance monitoring and certification of invoices for payment.
District/Board (LCSB)	Leon County School District, with the Leon County School Board serving as the Governing Board and contracting entity
Mandatory Responsiveness Requirements	Terms, conditions, and requirements that must be met by the Proposer to be considered responsive to this solicitation.
Material Deviation(s)	A deviation which, in the District's sole discretion, is not in substantial accordance with the requirements herein, provides a significant competitive advantage to one Proposer over other Proposers, has a potentially substantial effect on the quantity or quality of items proposed, services proposed, or cost to the District.
Minor Irregularity	A variation from the requirements herein that does not give the Proposer a substantial competitive advantage or benefit not enjoyed by other Proposers and does not adversely impact the interests of the District.
Proposer	A legally qualified corporation, partnership, or other business entity that submits a Proposal to the District in response to this RFP. This term differs from suppliers, which refers to the marketplace at large.
Responsible Proposer	A Proposer who can fully perform all aspects of the Contract Requirements and has the integrity and reliability to ensure good faith performance.
Responsive Proposal	A Proposal, submitted by a Responsible Proposer, which conforms to all material aspects of this RFP.
Subcontract	An agreement between the Contractor and any other person or organization, in which that person or organization agrees to perform any duties on the Bidder's behalf under the Contract. The Successful Proposer is not relieved of its duties under the Contract when it enters a Subcontract.
Successful Proposer(s) or Contractor	The Proposer(s) who is awarded the Contract(s) to deliver the goods or provide the services sought in this RFP.

Attachment I Rate Information Sheet

Each Respondent shall submit their rate schedule in the form of an all-inclusive hourly rate. This rate represents the total compensation the Respondent will receive for the proposed services and shall be inclusive of the services sought and defined in the ITN. All cost assumptions should be detailed with the Respondent's Cost Reply, per Section 3.2.

Service Area	Hourly Rate (including all staff time, travel, equipment, etc.)	x	Guaranteed Maximum Hours*	=	Extended Cost
Marketing Strategy	\$ _____	x		=	\$ _____
Data Analytics	\$ _____	x		=	\$ _____
Branding Strategy	\$ _____	x		=	\$ _____
Social Media Strategy	\$ _____	x		=	\$ _____
Public Relations/Communications	\$ _____	x		=	\$ _____
GRAND TOTAL COST					\$ _____
On-going Services (optional)	\$ _____	(as requested by the District)			

* Any additional hours required to complete the deliverables and provide services as included in the resulting Contract will be provided at no additional cost to the District unless the additional time or effort is due to additional requests by the District that exceed the Scope of Work.

Company Name	Authorized Representative (Signature)	Date

FEIN #	Authorized Representative (Printed)

[The remainder of this page is purposefully blank]

Attachment II

Required Provisions Certifications

1. Business/Corporate Experience

This is to certify that the Respondent has at least five (5) years, within the last 10 years, of business/corporate experience in providing advertising and marketing services to commercial or governmental clients, as described in this ITN.

2. Prime Vendor

This is to certify that the Successful Respondent will act as the Prime Contractor to the District for all services provided under the Contract(s).

3. Meets Legal Requirements

This is to certify that the Respondent's Reply and all services provided under the Contract will be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

4. Data Location

All data generated, used, or stored by the Respondent under the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time.

5. Federal Debarment

This is to certify that the Respondent, nor its principles, is currently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this solicitation by any Federal department or agency.

6. Conflict of Interest

Per Section 1001.42(12)(i), F.S., this certifies that no member of the Leon County School Board or the Superintendent has any financial interest in the Respondent whatsoever.

7. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Reply with regards to this ITN. Furthermore, this is to certify that the Reply contained herein is submitted in good faith and not subject to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

8. Statement of Non-Disclosure

This is to certify that neither the rates contained in this Reply nor the approximate amount of this Reply has been disclosed before award, directly or indirectly, to any other Respondent or any competitor.

9. Statement of Non-Collusion

This is to certify that the rates and amounts in this Reply have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such rates with any other Respondent or with any competitor and not to restrict competition. Replies that have pricing contingent on another Respondent's offer shall submit a joint Reply.

10. Scrutinized Companies Certification

The Respondent certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the

resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Respondent certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. In compliance with Sections 287.135(5), F.S., and 287.135(3), F.S., the Respondent agrees the District may immediately terminate the resulting Contract for cause if the Respondent is found to have submitted a false certification or if the Respondent is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a bid or proposal for a contract, or intends to enter into or renew a contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

By signing this certification below, the Authorized Representative affirms they have the authority to bind the Respondent and acknowledges and affirms the statements above.

STATE OF FLORIDA _____
COUNTY OF _____ Authorized Representative (Print) Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (Vendor Name).

Notary Signature

(NOTARY SEAL) _____
Name of Notary (Typed, Printed, or Stamped)

Personally Known ____ OR Produced Identification ____ Type of Identification _____

Attachment III
Notice of Conflict of Interest

Company Name: _____

Solicitation Number: ITN 507-2023

To participate in this solicitation process and comply with the provisions of Chapter 112.313, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Leon County School Board. Respondents shall complete either Section 1 or Section 2.

Section 1

I hereby certify that no official or employee of the School Board requiring the goods or services described in these specifications has a material financial interest in this company.

_____	_____
Authorized Representative (Signature)	Authorized Representative (Print)

Section 2

I hereby certify that the following named Leon County School Board official(s) and employee(s) have material financial interest(s) (over 5%) in this company, and they have filed Conflict of Interest Statements with the Leon County Supervisor of Elections, before the Reply Opening.

Name	Title/Position	Date of Filing
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____	_____
Authorized Representative (Signature)	Authorized Representative (Print)

Attachment IV

Respondent Contact Information

The Respondent shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Respondent's representative shall be:	For contractual purposes, should the Respondent be awarded, the Respondent's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Email:		

Company Name	Authorized Representative (Signature)	Date
FEIN #	Authorized Representative (Printed)	

Attachment V

Respondent's Reference Form

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event, the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for the Respondent's Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed before January 1, 2021. References shall not be given by:

- Persons employed by the District within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

Additionally, the District reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.

Respondent's Reference Form

Reference #1

Respondent Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____
Primary Contact Title: _____ Alternate Contact Title: _____
Primary Contact Phone: _____ Alternate Contact Phone: _____
Primary Contact Email: _____ Alternate Contact Email: _____
Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? Yes _____ No _____

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known [] **OR** Produced Identification [] Type of Identification _____

Respondent's Reference Form
Reference #2

Respondent Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Contact Title: _____ **Alternate Contact Title:** _____

Primary Contact Phone: _____ **Alternate Contact Phone:** _____

Primary Contact Email: _____ **Alternate Contact Email:** _____

Contract Performance Period: _____ **Location of Services:** _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? Yes_____ No_____

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known [_____] **OR** Produced Identification [_____] Type of Identification _____

Respondent's Reference Form

Reference #3

Respondent Name: _____

Reference Company Name: _____

Address: _____

Primary Contact Person: _____ Alternate Contact Person: _____

Primary Contact Title: _____ Alternate Contact Title: _____

Primary Contact Phone: _____ Alternate Contact Phone: _____

Primary Contact Email: _____ Alternate Contact Email: _____

Contract Performance Period: _____ Location of Services: _____

Brief description of the services performed for this reference:

Overall contract performance: ☐ Poor ☐ Fair ☐ Adequate ☐ Good ☐ Excellent

Would you contract with this vendor again? Yes _____ No _____

Primary Reference Contact Signature

Date

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known [] **OR** Produced Identification [] Type of Identification _____

Attachment VI
Local Preference Affidavit

To qualify for the Local Vendor Preference, a Respondent must be physically located in Leon County (or an Adjacent County), employ at least one (1) person at that location, and have been licensed, as required, for at least six (6) months before the Reply Opening. The Respondent, on a day-to-day basis, should provide the goods/services provided under this Contract substantially from the local business address. Post Office boxes are not acceptable for purposes of obtaining this preference.

The Respondent affirms that it is a local or Adjacent County Business, as defined by Board Policy 6450. Please complete the following in support of the self-certification:

Proposer Name: _____

Physical Address: _____

County: _____

Phone of Local Location: _____

Length of Time at this Location: _____ **# of Employees at this Location:** _____

Is your business certified as a small business enterprise through Leon County Schools? _____

STATE OF FLORIDA

COUNTY OF _____

Authorized Representative (Print)

Authorized Representative (Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20____, by _____ (name of authorized representative) as _____ (position title) for _____ (company name).

Notary Signature

(NOTARY SEAL)

Name of Notary (Typed, Printed, or Stamped)

Personally Known ☐ **OR** Produced Identification ☐ Type of Identification _____

Attachment VII Subcontracting Form

The Respondent shall complete the information below on all subcontractors that will be providing services to the Respondent to meet the requirements of the Contract, should the Respondent be awarded. Submission of this form does not indicate the District's approval of such subcontractor(s), but provides the District with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Prime Respondent Name: _____

Type/Description of Goods or Service Subcontractor will provide:

Subcontractor Company Name: _____ FEIN: _____

Contact Person: _____ Contact Phone Number: _____

Address: _____

Email address: _____

Currently Registered as a Small Business with Leon County Schools? Yes _____ No _____

Local Respondent? Yes _____ No _____

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

Attachment IX Evaluation Criteria

Technical Reply Evaluation Score (0 – 500 Points)

Experience and Ability to Provide Services

Evaluation of the Respondent's experience and ability to provide services will be based upon the information contained in its entire Reply but primarily on the information contained in **TAB B**.

a. References

This section will be evaluated using, but not limited to, the following considerations:

- 1) How relevant are the services described in the Respondent's references to the services sought in this ITN?
- 2) How well do the references demonstrate the Respondent's satisfactory performance of contract services of similar size and scope to the services sought in this ITN?
- 3) How well do the references demonstrate the Respondent's ability to provide the requested services?
- 4) Are any issues or concerns identified in the references relating to the Respondent's experience and ability to provide services?

b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

- 1) Has the Respondent demonstrated in its Reply that it has experience in performing the types of services sought with clients similar in size and mission?
- 2) How well did the Respondent convey their ability to provide services as described in this ITN?
- 3) Does the Respondent have relevant commercial or governmental marketing and public relations expertise?
- 4) Are any issues or concerns identified regarding the Respondent's experience or ability to provide the services sought?

Description of Offering

Evaluation of the Respondent's proposed offering will be based upon the information contained in their entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

- a. Has the Respondent demonstrated in their Reply an ability to effectively provide quality marketing, advertising, and public relations services required by this ITN;
- b. How well the Respondent's solution maximizes operational efficiencies and supports the District's goals;
- c. Does the Respondent's Reply demonstrate a thorough, effective, and beneficial plan for the services sought through this ITN;
- d. How the Respondent's proposed staffing plan serves the District's needs in terms of quantity and quality of the team members;
- e. How well does the summary of the offering explain how the Respondent's solution will address the District's needs and meet the goals and objectives of the District and the Board; and
- f. How well does the Respondent's solution demonstrate their understanding of the District's goals to be achieved via this ITN?

Service Area Detail Solution

Evaluation of each Respondent's service area detail solution will be based upon the information contained in their entire Reply but primarily on the information contained in **TABs C, D, and E**. The District will evaluate Replies for reasonableness, thoroughness, and viability in meeting the District's initial requirements described in Section 2, Scope of Work, and the District's goals described in Section 2.5 of this ITN. Each service area will be evaluated based on the following considerations:

- a. How well the offering addresses the District's goals;
- b. How beneficial the innovative solutions presented are to the District;
- c. The strength of the Respondent's operational plan to carry out the proposed services;
- d. How well each service area's solution demonstrates an ability to achieve the District's goals effectively; and
- e. How well the Respondent's strategy and solution align with the District's mission, values, and objectives.

Cost Reply Evaluation Score (0 - 250 Points)

Respondent's Cost Replies will receive a score of up to 250 points.

a. Maximum Cost Points

The Respondent who submits the lowest Grand Total Cost using Attachment I, Rate Information Sheet, will receive 250 Cost Points.

b. Cost Reply Score

The District's Purchasing Department will assign Cost Points to each Respondent based on their pricing compared with the lowest Grand Total Cost submitted using the formula below:

$$\frac{N}{X} \times 250 = \text{Total Cost Points}$$

Where: **N** = Lowest Grand Total Cost proposed by any Respondent

X = Respondent's Actual Grand Total Cost

Final Evaluation Score

The Reply Evaluation Score is the sum of the Respondent's weighted Technical Reply Evaluation Score (0 – 500 points) and Cost Reply Score (0 – 250 points) for a total available Score of 750.

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