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# Unemployment Compensation Services

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RFP1303058

## Request For Proposal

Due Date/Time: April 30, 2013 @ 2:00 p.m. EST

Clarification Cut-off: April 16, 2013

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**Procurement Services**  
Orange County Public Schools

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# THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

## PURCHASING AND CONTRACTING

445 W. AMELIA STREET, ORLANDO, FLORIDA 32801 TELEPHONE 407.317.3219 FAX 407.317.3414

### REQUEST FOR PROPOSAL (RFP) PROPOSAL ACKNOWLEDGEMENT FORM

### UNEMPLOYMENT COMPENSATION SERVICES RFP1303058

Sealed proposals must be received by The School Board of Orange County, Florida , Purchasing and Contracting, located at 445 West Amelia Street, Orlando, FL 32801 by the due date and time as indicated above. All proposals shall be submitted in sealed envelopes and clearly marked with the proposal number, title, proposal opening date and time.

#### **Certification**

The prospective proposer hereby certifies, by submission and signature of this proposal that the proposer complies fully with this RFP. In addition the representative below is duly authorized to sign this Proposal on behalf of the respondent, company, or corporation and fully understands that by virtue of executing and returning this Proposal Acknowledgement Form represents complete and unconditional acceptance of the requirements, terms and conditions of this Request for Proposal and all appendices and any addenda released hereto.

Respondent acknowledges and certifies that it is in receipt of, has reviewed and is in agreement with all provisions of the Ethics and Lobbying Board Policy KCE, including without limitation, all penalties for violation of said policy.

[KCE Ethics and Lobbying Policy 6 26 12.pdf](#)

**The proposer hereby agrees to provide the services and/or items specified in the RFP, at the prices quoted, pursuant to the requirements of this document.**

Authorized Signature	Name & Title (printed)	
Vendor Name	Federal I.D.	
Mailing Address		
City	State	Zip
Telephone	Fax	E-Mail Address
Date of Proposal	Contact Person, Number	

**NOTE: This form must be completed and returned with your Proposal.** All proposals must be signed by an officer or employee having authority to legally bind the Vendor(s). **Thank you for your interest in doing business with The School Board of Orange County, Florida**

Direct all inquiries to:  
Purchasing and Contracting  
**NAHID SHAHNAMI**  
Email: [Nahid.shahnami@ocps.net](mailto:Nahid.shahnami@ocps.net)  
Fax: (407) 317-3414

**PROPOSAL IDENTIFICATION LABEL**

NOTICE TO ALL VENDORS: For your convenience, a label has been provided to properly identify your proposal submittal. Place completed proposal in a sealed envelope, type or print company name and address on the label and affix the label to the front of the envelope or mailing package.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR RFP REPLY ENVELOPE.**

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

From: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**UNEMPLOYMENT COMPENSATION SERVICES  
RFP1303058**

**PROPOSAL TO BE OPENED ON: APRIL 30, 2013 AT 2:00 P.M.**

DELIVER TO:  
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA  
PURCHASING AND CONTRACTING  
NAHID SHAHNAMI  
445 WEST AMELIA STREET  
ORLANDO, FL 32801

**NO SUBMITTAL RESPONSE FORM**

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return or fax, prior to the RFP due date established within, to:

The School Board of Orange County, Florida  
Purchasing and Contracting  
Attn: **NAHID SHAHNAMI**  
445 W. Amelia St., 4<sup>th</sup> Floor  
Orlando, FL 32801  
Fax (407) 317-3971 or (407) 317-3414

This information will assist Purchasing and Contracting in the preparation of future RFPs.

RFP Number: 1303058 Title: **UNEMPLOYMENT COMPENSATION SERVICES**

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

*Please check reason for a "no submittal."*

- \_\_\_\_ Specifications "too tight", geared toward one brand or manufacturer (explain below)
- \_\_\_\_ Insufficient time to respond
- \_\_\_\_ Specifications unclear (explain below)
- \_\_\_\_ We do not offer this product/service or an equivalent
- \_\_\_\_ Our product schedule does not permit us to perform
- \_\_\_\_ Unable to meet specifications
- \_\_\_\_ Unable to meet bond requirements
- \_\_\_\_ Unable to hold prices Vendor throughout the term of the contract period
- \_\_\_\_ Unable to meet insurance requirements
- \_\_\_\_ Other: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If submitting this form, **only** this form needs to be returned.  
It is not necessary to return the entire RFP package.

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## SECTION 1

### INTRODUCTION

The School Board of Orange County, Florida (hereafter referred to as "The District") is requesting solicitations from Unemployment Compensation Services (UC) provider to provide unemployment administration and cost management services to OCPS.

Respondents are encouraged to be innovative in their proposed solutions as to provide the most cost effective solution while meeting all of the requirements outlined in this proposal and developed during the Evaluation Process.

### THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA ORGANIZATION

The School Board of Orange County, Florida is the 10<sup>th</sup> largest district in the nation and is the fourth largest in Florida. The district is the second largest employer in Orange County, Florida with over 21,000 full and part-time employees. The total full time enrollment of public school students is over 181,000. Currently the total number of schools equal 194.

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA VISION:** To be the top producer of successful students in the nation.

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA MISSION:** To lead our students to success with the support and involvement of families and the community.

### OCPS STATISTICS:

The School District of Orange County, Florida (hereinafter referred to as "OCPS") requests proposals from for the selection of an Unemployment Compensation Services (UC) provider to provide unemployment administration and cost management services to OCPS. OCPS is the second largest employer in Central Florida with approximately 24,000 employees (full-time and part-time). OCPS is the 12th largest school district out of more than 16,000 in the nation. OCPS is the fifth largest school district in Florida with 155 schools and centers serving over 174,000 students. OCPS will award this RFQ to a single proposer. There is no guarantee of work as a result of the award of this RFQ. Services will be requested by OCPS as and when needed.

#### Number of Unemployment Compensation Claims

7/1/05 – 6/30/06	531 Claims
7/2/06 – 6/30/07	547 Claims
7/1/07 – 6/30/08	916 Claims
7/1/08 – 5/29/09	1,108 Claims
7/1/09 – 5/30/10	1,208 Claims
7/1/10 – 6/30/11	912 Claims
7/1/11 - 6/30/12	842 Claims

#### Number of Appeal Hearings

7/1/05 – 6/30/06	75 Hearings
7/2/06 – 6/30/07	53 Hearings
7/1/07 – 6/30/08	68 Hearings
7/1/08 – 5/29/09	128 Hearings
7/1/09 – 5/30/10	208 hearings
7/1/10 - 6/30/11	116 hearings
7/1/11 - 6/30/12	108 hearings

#### Number of Active Employees 2011/2012 School Year

Full-Time	20,771	21,733
Part-Time	578	508

**SECTION 2**  
**SCOPE OF SERVICE**

This request for proposal (RFP) is to solicit competitive proposals from qualified agencies for the purpose of providing Unemployment Compensation services to Orange County Public Schools. Services shall be provided in a manner that is consistent with recognized best industry practices, in accordance with District policies, regulations and Florida State Law. The scope establishes the minimum requirements to be provided by the agency. The minimum specifications for services are:

2.1 Financial

- a. Verify unemployment benefits paid to each claimant and perform basic charge audit including analysis of unemployment compensation records.
- b. Analyze quarterly unemployment compensation statements received from the Florida Department of Revenue, Department of Economic Opportunity (hereinafter "Department") to determine accuracy.
- c. Protest and appeal inaccurate charges, if any, in the quarterly unemployment compensation statements. Seek correction and adjustments for all errors.
- d. Recommend to OCPS the appropriate payment of charges in the quarterly unemployment compensation statement within ten days of receiving the report.
- e. Verification of annual tax rate(s) issued including the calculation of voluntary contributions when permitted.

2.2 Administration of Claims

- a. Serve as the designated Agent of Record with the Department, providing an address of record for receipt of all benefit claim forms and hearing notices.
- b. Establish procedures to process and follow through on all unemployment compensation related claims and hearings.
- c. After receiving a benefit claim form from a former OCPS employee, obtain from OCPS sufficient information and data to appropriately respond to the Department, and then submit the response to the Department on the appropriate form(s) in a timely fashion in order to obtain a favorable decision for OCPS, should the facts and the law so permit.
- d. Notify OCPS within one business day of receiving notification that the Department has made an unfavorable determination with regard to benefits, recommend whether or not an appeal should be taken, and thereafter immediately send, by fax or email to OCPS each and every piece of correspondence received by Contractor related to the appeal.
- e. Assertively pursue all contacts to schedule for all telephone hearings.
- f. Assist and consult with OCPS employees in preparation for all appeal hearings by doing the following (no an exhaustive list):
  1. Review evidence to be presented in support of OCPS' position at appeal and review strategies to pursue in the appeal hearing.
  2. Assure all documentary evidence is provided to OCPS representatives prior to the stated deadline.
  3. Forward OCPS documents to State DEO at the initial claim process to be entered as exhibits to the Department and other required parties in sufficient time prior to the appeal hearing.
  4. Prepare OCPS' representative(s) and witness(es) by:
    - assuring all will be in place at the appointed time,
    - briefing them on the appeals process,
    - assisting them in focusing their statements on the subjects at issue in the hearing,

- preparing them to present OCPS' evidence effectively,
- preparing them for the question-and-answer portion of the hearing, and
- provide a professional representative to attend telephone hearings, when requested by OCPS, specifically for misconduct telephone hearings.

### 2.3 Reports and Records

- Provide OCPS with quarterly and annual reports, in hard copy and manipulable electronic online formats giving detailed summary data on all claims activity, hearings, and fiscal year-to-date data; said reports to be provided within ten business days of the conclusion of each reporting period.
- Provide OCPS with periodic management reports and/or executive summaries explaining OCPS' unemployment costs and providing recommendations on cost control.
- Provide OCPS copies of each and every document filed on its behalf with the Department, within five business days of such filing.
- Preference will be given to firms that currently maintain an internet interface that will enable OCPS to obtain potential liability per claimant, separation data, and extract real time reports (Web Manager).
- Provide OCPS on-line claim status updates weekly and a final eligibility determination summary.

### 2.4 Education and Training

- Update OCPS on changes in laws and/or regulations pertaining to applicable unemployment compensation laws.
- Provide training and/or education materials to ensure the OCPS staff assigned responsibility for overall day-to-day management of OCPS' unemployment compensation program are properly trained.
- Offer at least two local workshops per year for OCPS personnel to advise them of responsibilities and potential liabilities associated with handling matters related to unemployment issues, at Contractor's cost.
- Send periodic tax alerts, bulletins, and quarterly unemployment newsletters.

### 2.5 Personnel Practices

- At OCPS' request, review personnel policies and practices OCPS place, which may impact unemployment costs.
- Provide a written summary and recommended changes, if any, to those policies and practices.
- As the need arises, assist OCPS in developing policies which are in keeping with sound business practice, within statutory limitations, and evaluate the need for utilizing such policies to reduce employment compensation costs.

### 2.6 Site Visits

- Contractor may be required to make an annual on-site visit to OCPS' Ronald Blocker Educational Leadership Center in Orlando, Florida, at Contractor's cost.



## SECTION 3

### INSTRUCTIONS TO PROPOSERS

#### 1. PROPOSAL INSTRUCTIONS

Proposal Due Date: The Vendor will be responsible for its timely delivery to The School Board of Orange County, Florida, Purchasing and Contracting, 445 West Amelia Street, Orlando, Florida 32801. It is the Vendor's responsibility to assure that his bid is delivered at the proper time and to the proper place of the proposal opening. Proposals which for any reason are not so delivered will not be considered and will be returned to the Vendor.

The Ronald Blocker Education Leadership Center (RBELC) is a controlled access building. All visitors are required to check-in at the Reception Desk. If you are hand delivering a proposal, a time/date stamp is available at the Reception Desk. Date-stamp your envelope/label and notify Purchasing and Contracting via the Lobby Telephone that you have delivered a proposal to the Reception Desk.

Provide one (1) original with manual signatures, 5 copies of the proposal (for a total of 6), and one scanned copy of the original with signatures burned on a CD or DVD in PDF or TIFF format. Proposals must be sealed and clearly labeled on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of The School Board of Orange County, Florida and may be retained by The School Board of Orange County, Florida or disposed of in any manner The School Board of Orange County, Florida deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Vendor(s). Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction. Vendors should become familiar with any local conditions which may, in any manner, affect the services required. The Vendor(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of The School Board of Orange County, Florida.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School Board of Orange County, Florida with the services specified in the proposal.

#### 2. TIME SCHEDULE

The District will attempt to use the time schedule as indicated below. Note: References to Ronald Blocker Education Leadership Center (RBELC) address is: 445 West Amelia Street, Orlando, FL. The below dates and times are subject to change. All changes will be posted to the Procurement website as it becomes available.

April 9, 2013	Release of Request for Proposal; RFP will also be posted on the District's website <a href="http://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx">www.ocps.net/op/procure/Solicitations/Pages/Current.aspx</a>
April 16, 2013	Request for Information (RFI) cut-off
April 30, 2013	Proposals are due at 2:00 p.m. E.T
May 6, 2013	Evaluation Committee Meeting
May 7, 2013	Notice of Intent (Tentative Date)
May 13, 2013	Presentation/Interview Meeting (Tentative Date)
May 14, 2013	Notice of Intent (Tentative Date)
June 11, 2013	Board for Approval (Tentative Date)

#### 3. REQUEST FOR INFORMATION

Questions: Any questions concerning the RFP should be directed in writing to Purchasing and Contracting. All requests for information shall be submitted via fax number (407) 317-3414 or via email to: [nahid.shahnami@ocps.net](mailto:nahid.shahnami@ocps.net) Only the interpretation or correction so given by the Purchasing and Contracting Representative, in writing, shall be binding and prospective firms are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP and the selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFP.

Selection committee members, school board members and school board personnel (except the Purchasing and Contracting Representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of The School Board of Orange County, Florida, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date The School Board of Orange County, Florida Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify your firm from consideration.

## SECTION 4

### PREPARATION OF PROPOSALS AND REQUIRED CONTENT

#### 1. PROPOSAL PREPARATION

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of The School Board of Orange County, Florida, the requirements of this RFP and completeness and clarity of content.

Proposals should be mechanically bound and should be limited to not more than 50 (8.5 inch x 11 inch) pages printed (font size minimum 10 pt) of on one side, including covers and dividers, and excluding financial information. Submissions in excess of 50 pages will not be disqualified; however, clarity, conciseness, and brevity of this document could be considered during the evaluation.

#### 2. REQUIRED INFORMATION AND FORMAT

Proposals must provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Copies of the proposal signed by an authorized representative of the Vendor, including name, title, address and telephone number of one individual who is the Vendor's designated representative

#### 3. TABLE OF CONTENTS

Include a table of contents for clear identification of the material by tab number listed below:

##### TAB 1 - COMPLIANCE REQUIREMENTS

This is a compliance section and carries no evaluation points. Vendors must meet minimum criteria as specified to receive further consideration. Submittals shall include the following:

- Understanding of Project: Submit a narrative, of not more than 2 pages stating the Vendor's understanding of the nature and scope of the services to be provided, schedule for completion and capability to comply with all terms and conditions of RFP. The letter shall include a positive commitment to perform the work in a timely manner and address unique capabilities of your firm. The letter should name all of the persons authorized to make representations for the Vendor, including the titles, addresses and telephone and fax numbers of such persons. An authorized agent of the Vendor must sign the Letter of Transmittal indicating the agent's title or authority.
- Proposal Acknowledgement Form. Complete the form as provided, sign and include with your submittal. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Acknowledgment Form is the only acceptable form.
- Vendor shall provide evidence of authority to do business in Florida:
  - Type of Business (Refer to Appendix E): The Vendor shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Vendor shall identify whether the business entity is incorporated in Florida, another state, or a foreign country.
  - If the Vendor is a corporation, provide a copy of the certification from the Florida Secretary of State verifying Vendor's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.

- Conflict of Interest Statement: See “Statement of Affirmation and Intent” (Refer to Appendix D) included in this package.
- Respondent shall demonstrate financial stability to OCPS. Respondent shall provide at a minimum, the following financial information
  - A Statement regarding respondent’s financial stability including information as to current or prior bankruptcy proceedings.
  - Vendor Statement of Qualifications (See Appendix C).
- Principals: The Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in the respondent’s firm.
- Invoicing – provide a sample invoice.

**TAB 2 – EXPERIENCE AND QUALIFICATIONS**

Organizational History, Structure and Authoritative Direction of Control: Provide an outline of the firm’s background and experience providing the services listed below, inclusive of an explanation to the degree to which your firm has focused on the services listed.

- Ability to provide consultation regarding unemployment hearing attendance. Extensive experience preparing witnesses and evidence for Unemployment appeals in the State of Florida.
- Capability of analyzing claims and charges.
- Ability to provide a representative at hearings, if necessary.

Company Stability: Proposers must demonstrate a record of company stability for the last three years and provide information supporting evidence as follows:

- State number of years in business
- State the location, address, and telephone number of firm’s offices.
- Discuss any name changes, changes in ownership, reorganizations, etc.

Vendor Statement of Qualifications (See Appendix C)

Administration and Staff Qualifications: Describe the qualifications and experience of the partners, managers, supervisors, senior staff, customer service, and other professional staff that will provide the services to The School Board of Orange County, Florida. Vendor shall ensure that staff has all required licenses, certifications, and training appropriate for such persons’ role and function within the firm. Documentation that describes job qualifications and experience will be acceptable. Provide the name, contact information and work hours for the point of contact for these services, more specifically: main office contact, contact for first notice claims and appeals, contact for hearings, account manager and billing office.

List at least three current or recently completed projects which best illustrate the experience of the firm (projects shall be similar in size and scope to The School Board of Orange County, Florida project detailed in this solicitation.) At least one project shall be a public agency in Florida. Include the following for each:

- Name and location of the engagement.
- The nature of the firm’s responsibility on the engagement.
- Name, address, telephone, and fax number for each project contact who may be contacted as a reference.
- Date engagement was completed or is anticipated to be completed.
- Size of engagement (number of claims).
- Services for which the firm’s staff was responsible.
- Present status of the engagement.
- The firm’s key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP.

References: Vendor’s Reference Form (Appendix B). The district may check references listed by the Vendor.

Selecting, Training and Evaluation

Describe your procedures for recruiting, selecting (including background checks), training and evaluating all staff. Detailed information of staff orientation and on-going training including frequency and training agendas must be included.

- i. Provide data for last three years as it relates to Account management and Customer Service.
- ii. What is the staff attrition for the office where the majority of the work for The School Board of Orange County, Florida will be done?

**TAB 3 – SCOPE OF SERVICES**

Please provide a detailed summary of the firm’s plan to accomplish the various objectives as stated in Section 2 herein. The technical narrative must include detailed information relative to how Vendor proposes to accomplish the tasks outlined in the Scope of Services. The technical narrative must not include any cost figures.

- a. Current technical resources to meet all requirements contained in this Scope of Services. Explanation and description of hardware and software that will be used to analyze and service OCPS’ account.
- b. Describe the degree to which the U.C. services proposer will provide to OCPS are automated. Describe what computer hardware, software, and internet capabilities will be used to service OCPS U.C. accounts.
- c. If outside sub-consultants or data processing service bureaus are used by proposer to assist in servicing U.C. client accounts, identify each, describing the nature of the service performed.
- d. Submit a sample copy of a written report of a candidate to include unemployment cost control services.

**TAB 4 - MWBE/LDB PARTICIPATION**

MWBE/LDB Participation: Vendors who are certified MWBE or LDB will be eligible for up to one hundred percent of the allocated weighted points, and Vendors who subcontract with an MWBE or LDB will be eligible for weighted points. Vendor must be able to demonstrate compliance with the following:

- Provide status on Appendix G.
- Tier Participation – Vendor’s have included in their proposal a commitment to subcontract at least twelve percent (12%) of its business related to this RFP with one or more MWBE/LDB Vendors.
- Local Developing Business eligible Vendors must complete Appendix G

Vendors must submit signed Letter of Intent with their proposal for all MWBE or LDB sub-Vendors identified on the Schedule of Sub-contracting prior to award. These Letters of Intent must indicate the scope of work to be performed by every MWBE or LDB, plus the percentage of the contract fees to be contracted to the listed sub-Vendor.

The awarded Vendor’s responsibilities and requirements are itemized below:

- Incorporate a prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Vendors.
- File copies of all executed sub-Vendor agreement/contracts between the Vendor and all MWBE or LDB sub-Vendors on the project to The School Board of Orange County, Florida Office of Business Opportunity.
- The prime Vendor shall submit an updated quarterly MWBE and LDB utilization report for all contracts. The required reports are to be submitted to the Office of Business Opportunity on a date agreed upon by both parties.
- The awarded prime Vendor shall not substitute, replace or terminate any MWBE or LDB Vendor without prior written authorization of The School Board of Orange County, Florida, nor shall the prime reduce the scope of work or monetary value of a sub-Vendor without written authorization of The School Board of Orange County, Florida. The prime Vendor shall notify the Office of Business Opportunity of any additional awards to the MWBE or LDB Vendors on the prime Vendor’s team and the addition of any new MWBE or LDB Vendor to the prime Vendor’s team on that project.

Execution of the contract between The School Board of Orange County, Florida and the Vendor shall be contingent upon the filing of executed contracts between the Vendor and the MWBE or LDB subs listed on the Schedule of Sub-contracting.

Please note that failure to comply with the above special conditions may be cause for contract termination.

**TAB 5 - PROPOSAL PRICING**

The submittal shall include the Vendor’s proposed pricing as requested on the Proposal Price Sheet (Appendix A). It is expected that all Vendors offer educational discounted rates. The School Board reserves the right to accept or reject proposed pricing.

## SECTION 5

### EVALUATION OF PROPOSALS

#### 1. EVALUATION OF PROPOSALS

Proposals will be reviewed and evaluated by the Proposal Evaluation Committee as described herein.

#### 2. PROPOSAL OPENING

Proposal submittals will be received and publicly opened. Only the names of Vendors will be read at this time.

#### 3. PROPOSAL EVALUATION COMMITTEE

A Proposal Evaluation Committee (PEC) will convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria.

The Proposal Evaluation Committee reserves the right to interview any, all or none of the Vendors that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on behalf of the contract before recommendation of award.

The Proposal Evaluation Committee reserves the right to conduct site visits of the Vendor's facilities and/or of a current project they are managing.

Public Notice of PEC meetings will be posted on The School Board of Orange County, Florida Purchasing and Contracting website: [www.ocps.net/op/procure/Solicitations/Pages/Current.aspx](http://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx)

#### 4. EVALUATION PROCESS

The School Board of Orange County, Florida will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the School Board. However, it is anticipated that the review/evaluation process will be completed in a timely manner. Purchasing and Contracting's staff will participate in an advisory capacity only.

#### 5. EVALUATION CRITERIA

Only proposals that meet the compliance requirements will be evaluated based on the following criteria.

<u>Shortlist Evaluation Criteria</u>	Possible Points	Maximum Weight Value
I. Experience and Qualifications	100	35%
II. Scope of Services	100	30%
III. MWBE/LDB Participation	100	10%
IV. Proposal Price	<u>100</u>	<u>25%</u>
	400	100%

The Procurement Representative shall calculate all scoring and determine a ranking of all Vendors. The PEC shall determine if presentations/interviews are necessary.

#### Presentations/Interviews

Should the PEC members request presentation or interview from shortlisted Vendors the following evaluation criteria will apply.

<u>Interview Evaluation Criteria</u>	Possible Points	Maximum Weight Value
I. Ability to Perform Work	100	52%
II. Experience	100	30%
II. Cost Containment Strategies	<u>100</u>	<u>18%</u>
	300	100%

#### Ability to Perform Work

- The quality of being able to perform; a quality that permits or facilitates achievement or accomplishment.

### Experience

- Activity that includes training, observation of practice, and personal participation.
- The period of such activities.
- Knowledge, skill, or practice resulting from this.

### Cost Containment

- Process of maintaining organizational costs within a specified budget; restraining expenditures to meet organizational or project financial targets.
- Reducing expenditures or the rate of growth of expenditures.

The Procurement Representative shall calculate all scoring and determine a ranking of the short listed firms based on the presentation/interview evaluation criteria. The highest ranked firm will be recommended for negotiation and award.

#### **6. RIGHT TO NEGOTIATE**

The School Board of Orange County, Florida reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, the District reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until agreement is reached. Vendors are cautioned to provide their best offer initially.

#### **7. AWARD AND CONTRACT**

Award shall be made to the most responsive and responsible Vendor whose proposal is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of The School Board of Orange County, Florida. Following the selection and upon final negotiation of the Contract terms and conditions with the top-ranked firm, recommendation(s) for contract award, as required, will be submitted to the Superintendent. The Superintendent will recommend to the School Board the award or rejection of any and/or all proposal(s).

## **SECTION 6**

### **DEFINITION OF TERMS**

Addenda - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the Proposal Documents by additions, deletions, corrections or clarifications.

Agreement - The written Agreement between The School Board of Orange County, Florida and VENDOR covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

"And"/"Or" - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.

Contract - The "Contract" shall mean the Contract Documents as defined and listed herein, advertisement, Request for Proposal, Scope of Work, Contract Agreement, Payment and Performance Bonds, General and Special Conditions, together with all Addenda and supplemental agreements concerning the project.

Vendor - The "Vendor" shall mean the individual or Vendor offering these goods and services, which a Contract has been executed, and which the Vendor is legally obligated, responsible, and liable for providing and performing any and all of the goods, services, work and materials, including services and/or work of sub-contractor, required under the covenants, terms and provisions contained in the Contract and any and all Amendments thereto.

Laws and Regulations - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

Lobbying - Lobbying is defined as any action taken by an individual, Vendor, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the Governmental decision of a Board Member or District Personnel after advertisement and prior to the posted recommendation on the award of this contract.

Notice of Award - The written notice of the acceptance of the Proposal from The School Board of Orange County, Florida to the Vendor.

Notice to Proceed - The written notice issued by The School Board of Orange County, Florida to the Vendor authorizing the Vendor to proceed with the Work and establishing the date of commencement of the contract time.

Proposal - An executed offer submitted by a Vendor in response to a request for proposals and intended to be used as a basis for negotiations for a contract.

Request for Proposals (RFP) - The solicitation for services, including all supporting documents and attachments, used to obtain statements of qualifications from Vendors or consultants and which provides for negotiation of all terms of the proposal, including price, prior to award.

Vendor - For the purposes of this proposal, any person, Vendor, corporation or agency submitting a response to this Request for Proposal or their duly authorized representative. The word Vendor, proposer or potential Vendor may be used interchangeably within the Request for Proposal.

Responsible Vendor – Vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Vendor – Vendor that has a submitted a proposal that conforms in all material respects to the solicitation.

Scope of Work - Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

## SECTION 7

### GENERAL TERMS AND CONDITIONS

#### 1. AGREEMENT

A contract or agreement will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated terms, and the contract will constitute the complete agreement between Vendor and The School Board of Orange County, Florida. If Vendor requires an additional contract, then Vendor should include their sample contract as an attachment to the proposal submitted for review.

#### 2. ASSIGNMENT OF CONTRACT AND/OR PAYMENT

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Vendor without prior written consent of the School District.

The Vendor herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

#### 3. CANCELLATION OF AWARD/TERMINATION

In the event any of the provisions of this proposal are violated by the Vendor(s), the Superintendent or designee will give written notice to the Vendor(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to The School Board of Orange County, Florida for immediate cancellation. Upon cancellation hereunder, The School Board of Orange County, Florida may pursue any and all legal remedies as provided herein and by law.

The School Board of Orange County, Florida, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, The School Board of Orange County, Florida will be relieved of all obligations under said contract. The School Board of Orange County, Florida will be required to pay to the Vendor(s) only that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to The School Board of Orange County, Florida after the Termination of the contract.

The awarded Vendor will have the option to terminate the contract upon written notice to the Senior Director of Purchasing and Contracting. Such notice must be received at least 90 days prior to the effective date of termination.

#### 4. CONFLICT OF INTEREST

All Vendors must disclose the name of any officer, director, or agent who is also an employee of The School Board of Orange County, Florida. All Vendors must disclose the name of any District employee who owns, directly or indirectly,

any interest in the Vendors' business or any of its branches.

**5. CONTRACT TERM AND RENEWAL**

Vendor(s) shall serve at the pleasure of the School Board. Pricing, terms and conditions of the base contract will remain Vendor for a period of three (3) years July 1, 2013 through June 30, 2016. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. The successful Vendor agrees to this condition by signing its proposal.

The contract may be renewable under the same terms and conditions as the original contract for two (2) additional one year periods based upon funding availability and by mutual written consent of both parties. Vendor understands that any rate increases must be requested in writing with supporting documentation, approved by The School Board of Orange County, Florida, and shall not exceed the average CPI for the first three years of the contract

**6. DEBRIEFING**

A debriefing may be held after contract award at the request of any Vendor for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and business and cost evaluations of the Vendor's proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

**7. DEFAULT**

In the event that the awarded Vendor(s) should breach this contract The School Board of Orange County, Florida reserves the right to seek remedies in law and/or in equity.

**8. DRUG-FREE WORKPLACE**

If applicable, provide a statement concerning the Vendor's status as a Drug-Free Work Place. (Reference Appendix F) Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.

**9. FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Vendor, may be rejected. If in the opinion of the District such information was intended to mislead the District in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.

**10. FUNDING OUT / TERMINATION / CANCELLATION**

Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provision is an integral part of this proposal and must be agreed to by all Vendors:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful Vendor.

Such prior written notice will state: That the lack of appropriated funds is the reason for termination, and Agreement not to replace the services being terminated with services similar to those covered in this proposal from another Vendor in the succeeding funding period. This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

**11. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

Successful Vendors shall, in addition to any other obligation to indemnify the Orange County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses),



costs arising out of any actual or alleged;

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Vendor, sub-contractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

Violation of law, statute, ordinance, governmental administration order, rule or regulation by Vendor in the performance of the work; or Liens, claims or actions made by the Vendor or any sub-contractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Vendor of any sub-contractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Orange County School District to enforce this agreement shall be borne by the Vendor and venue shall be in Orange County.

## 12. INSURANCE REQUIREMENTS

Vendor shall obtain and maintain in full force and effect throughout the initial Term and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company. Insurance coverage shall consist of the following General Liability Insurance in amounts of not less than Two Million Dollars (\$2,000,000) for injury to any one person and Two Million Dollars (\$2,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (The School Board of Orange County, Florida) and (b) The School Board of Orange County, Florida) is to be named as an additional insured party with respect to Vendor activities.

Public Liability and Property Damage Insurance: The Vendor shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any sub-contractor performing work covered by this Contract, from claims or damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

Public Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of all accidents.

Property Damage Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for damages on account of any one accident and in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than One Million Dollars (\$1,000,000). The limits specified herein are minimum limits.

The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of sub-contractors.

Worker's Compensation Insurance: The Vendor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Vendors shall require all sub-contractors to maintain such insurance during the life of this Contract.

Employer's Liability Insurance: The Vendor shall maintain during the life of this Contract, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease.

Automobile Liability Insurance: Automobile Liability Insurance shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

Professional Liability Insurance: The Vendor shall maintain during the life of this Contract, Professional Liability Insurance for Errors & Omissions \$1,000,000.00.

**13. JOINT PROPOSALS**

A joint proposal (2 or more Vendors proposing jointly on a single proposal) may be submitted. If a joint venture each participating Vendor must sign the joint proposal. If the contract is awarded to joint Vendors, it shall be one indivisible contract. Each joint Vendor will be jointly and severally responsible for the performance of the entire contract, and the joint Vendors must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The District assumes no responsibility or obligation for the division of orders or purchases among the joint Vendors.

**14. LEGAL REQUIREMENTS**

It shall be the responsibility of the Vendor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Vendor(s) will in no way be a cause for relief from responsibility. Vendor(s) doing business with The School Board of Orange County, Florida are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**15. LOBBYING**

Selection committee members, school board members and school board personnel (except the Purchasing and Contracting Representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of The School Board of Orange County, Florida, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposal and continue through and include the date the Orange County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify your firm from consideration.

**16. MWBE/LDB PARTICIPATION PLAN**

The School Board of Orange County, Florida encourages Minority participation. The board assures that The School Board of Orange County, Florida and private companies doing business with The School Board of Orange County, Florida do not discriminate on District projects in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex or national origin.

**17. OTHER GOVERNMENTAL AGENCIES**

The intent of this solicitation is to obtain proposals to furnish the product(s) / service(s) specified herein to The School Board of Orange County, Florida. Other school boards, governmental agencies or entities may purchase from this solicitation if permitted by the Vendor or Vendor. Said product(s)/service(s) are to be furnished in accordance with the Contract resulting from this Solicitation.

**18. PATENTS AND ROYALTIES**

The Vendor, without exception shall indemnify and save harmless The School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Orange County, Florida. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

In addition, The School Board of Orange County, Florida shall maintain all rights to the written documentation, electronic media and other materials provided by the Vendor in response to this proposal.

**19. PERMITS AND LICENSES**

The Vendor(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to The School Board of Orange County, Florida .

**20. PAYMENT TERMS AND CONDITIONS**

Please state on the Proposal Price Sheet the Terms and Conditions you will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). The Board shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by Vendors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8012622264C-6.

**21. POSTING OF TABULATIONS/RECOMMENDATION**

RFP tabulations with recommended awards will be posted for review by interested parties on The School Board of Orange County, Florida Web Site at [www.ocps.net/op/procure/Solicitations/Pages/Current.aspx](http://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx) and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Purchasing and Contracting will endeavor to post a "Notice of Delay of Posting" to inform all Vendors of the delay and anticipated posting date and time.

Any person who is adversely affected by the terms, conditions, or specifications set forth in this Request for Proposal shall file a notice of intent to protest, in writing within 72 hours after the solicitation document [RFP] is posted, excluding Saturdays, Sundays, and legal holidays. A formal written protest shall be filed no later than 10 days after the notice of intent to protest is filed. The formal written protest must be accompanied by a bid protest bond in the amount of one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000.

The Notice of Intent to Protest and formal written protest shall be filed with the Senior Director of Purchasing and Contracting, 445 W. Amelia St., Orlando, FL 32801. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a protest or failure to post the bond or other security within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**22. PROPOSAL PREPARATION COST**

The costs of developing proposals are entirely the responsibility of the Vendor and shall not be charged in any manner to The School Board of Orange County, Florida. This includes, but is not limited to, the direct cost of personnel assigned to prepare Vendor's response to the RFP and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by Vendor in preparing the response to the RFP.

**23. PUBLIC ENTITY CRIMES**

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, Vendor, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

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

**24. PUBLIC RECORDS LAW**

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

**25. RESERVED RIGHTS OF THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

The School Board of Orange County, Florida reserves the right to accept or reject any or all proposals, to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. The School Board of Orange County, Florida reserves the right to reject any and and/or all items proposed or award to multiple Vendors. Prior to Board approval The School Board of Orange County, Florida may cancel the RFP or portions thereof, without penalty.

The School Board of Orange County, Florida reserves the right, before awarding the contract, to require Vendor(s) to submit evidence of qualifications or any other information The School Board of Orange County, Florida may deem necessary.

The School Board of Orange County, Florida reserves the right to further negotiate any proposal, including price, with the highest rated Vendor. If an agreement cannot be reached with the highest rated Vendor, The School Board of Orange County, Florida reserves the right to negotiate and recommend award to the next highest Vendor or subsequent Vendors until an agreement is reached.

The School Board, at its sole judgment, will award or reject any or all proposals as is in the best interest of The School Board of Orange County, Florida and the decision shall be final.

**26. REQUIREMENTS**

The School Board of Orange County, Florida has established certain requirements with respect to proposals to be submitted by prospective Vendors. The use of "shall", "must" or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. The School Board of Orange County, Florida may, at its sole discretion, waive these requirements or conditions if the conditions are determined to be not material. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Vendor over other Vendors, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Vendor, or for the cost to The School Board of Orange County, Florida. Material deviations cannot be waived.

**27. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

Vendor may withdraw their proposal submittal prior to RFP Proposal submission due date and time specified in Section 4 by submitting an email notification of its withdrawal by the Vendor or agent, sent to the Procurement Official stated in Section 4. Thereafter, the Vendor may submit a new proposal prior to such proposal submission time specified in Section 4. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the designated time for receipt.

**PROPOSAL PRICE SHEET**

**APPENDIX A**

Proposer is to state the firm fixed annual price to provide the services, equipment, labor, and , included in the RFP. All out of pocket and/or travel expenses must be included in the firm fixed price. OCPS will not pay for any additional costs not included in the firm fixed quarterly price.

Fixed Quarterly Price \$ \_\_\_\_\_

Additional work performed by the selected Vendor that is requested by the School Board and performed during the period of the Contract shall be charged at a rate agreed to by both parties and shall be evidenced by a written change order to the Contract. Any such work shall be billed to the School Board at the end of the month in which the work was performed, or upon such other terms as required by the School Board and agreed to by both parties. If your firm provides a published list of fees for additional related services, please include such with your submittal.

In the event that it can be demonstrated that your firm's actions, errors, etc. result in a School Board employee receiving undue unemployment compensation, what if any, redress would be offered to the School Board?

Any material developed by the selected Vendor pursuant to this Request for Proposal, the Contract and/or the selected Vendor's proposal shall be the sole property of the School Board and shall be provided to the School Board immediately upon request at any time during or after completion of the contract. The selected Vendor further agrees that he/she will not disclose any information pertinent to the Contract without prior approval of the School Board.

Payment Discount and Terms: \_\_\_\_\_

**Vendor Acknowledgment and Approval**

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. The following information, including an authorized representative signature and witness, is required to be submitted with your proposal in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted and has the authorization of the said company to enter into a contractual agreement with the School Board of Orange County for the purposes as proposed and as described herein. Please print below unless where a signature is required.

**Firm Name** \_\_\_\_\_ **Phone No.** \_\_\_\_\_

**Authorized Representative's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Authorized Representative Name/Title** \_\_\_\_\_

**Witness Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Witness Name/Title** \_\_\_\_\_

**If there are any additional fees, please list them on a separate sheet and clearly notate the fee and unit of measure for each fee.**

**Offer of Payment Discount:** \_\_\_\_\_ % if paid in \_\_\_\_\_ days

Receipts of the following web posted Addenda are hereby acknowledged: (List all attached Addenda)

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2009

Authorized by: \_\_\_\_\_ Date signed: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

The undersigned has examined the Scope of Services and agrees, if this proposal is accepted, to contract with the School Board and perform the work in full and complete accordance with the Scope of Services and contract documents to the full and entire satisfaction of the School Board.

The undersigned certifies that this proposal was prepared without prior understanding, agreement, or connection with any corporation, firm or individual submitting a proposal for the same contractual service, and is in all respects fair and without collusion or fraud in order to gain an unfair advantage in the award of this solicitation. Vendor acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119 F.S.

The signer states that he or she is duly authorized to sign and execute this proposal on behalf of Vendor, company, or corporation. The signer, of this proposal, guarantees as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by the School District of Orange County or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

Organization Name: \_\_\_\_\_

Authorized by: \_\_\_\_\_ Date signed: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

**Vvendor's Reference Form**

**APPENDIX B**

**Reference # 1**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Key Professionals involved with project above that would be assigned this project: \_\_\_\_\_

**Reference # 2**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Key Professionals involved with project above that would be assigned this project: \_\_\_\_\_

**Reference # 3**

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Fax #: \_\_\_\_\_ Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Key Professionals involved with project above that would be assigned this project: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative's Signature Date

\_\_\_\_\_  
Corporate Name of Vendor (Typed)

**VENDOR'S STATEMENT OF QUALIFICATION**

**APPENDIX C**

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

- 1. Has Vendor been declared in default of any contract?  Yes  No
- 2. Has Vendor forfeited payment of performance bond issued by a surety company on any contract?  Yes  No
- 3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder?  Yes  No
- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?  Yes  No
- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the Vendor's financial position or future viability?  Yes  No
- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?  Yes  No
- 7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Vendor with all state and regulatory agencies.
- 8. Litigation: Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team.
- 9. Principals: The Vendor must provide the name and address of all persons or entities serving or intending to serve as principals in the Vendor's firm.
- 10. Provide the following financial information:

\$ _____	Earnings Before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liability
\$ _____	Current Assets
\$ _____	Current Liability
\$ _____	Retained Earnings

\_\_\_\_\_  
Corporate Name of Vendor (Typed)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date



**STATEMENT OF AFFIRMATION AND INTENT**  
**APPENDIX D**

To: The School Board of Orange County, Florida, Procurement Services  
PROJECT: UNEMPLOYMENT COMPENSATION SERVICES  
Date: \_\_\_\_\_

The undersigned, hereinafter called the respondent, declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Orange County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The respondent certifies and declares:

1. No Board Member, Director, or any School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal.
  
2. (Please check a or b, as appropriate.)
  - a. \_\_\_ There are no professional, business or Familial Relationships between any OCPS Employee or Board Member and those employees of the Vendor or Business Entity that are, (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity.

or

- b. \_\_\_ There are professional, business or Familial Relationships between any OCPS Employee or Board Member and those employees of the Vendor or Business Entity that are: (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity as described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- c. No member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify OCPS in writing.
  
  - d. He/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposals.

Failure to disclose a known relationship as described in paragraph 2. above, may result in a bid being rejected as non-responsive. In the event the relationship is discovered after the bid documents are submitted, the relationship shall be disclosed and submitted to the OCPS Ethics Compliance Officer at time of discovery. This form is in compliance with Board Policy KCE. With respect to paragraph 2. hereof, the defined terms in this form shall have the same meanings as contained in Board Policy KCE.

The respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with OCPS, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to OCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by OCPS. At the District's discretion, such assignment shall be made and become effective at the time the District tenders final payment to the respondent. The proposal constitutes a respondent and binding offer by the respondent to perform the services as stated.

-----  
Corporate Name of Respondent (Typed)      Address, City, Zip

-----  
Authorized Representative's Signature      Date      Telephone Number

**ACKNOWLEDGMENT OF BUSINESS TYPE**

**APPENDIX E**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the proposal on the specified due date and time. The undersigned proposer certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal.

**BUSINESS ADDRESS OF VENDOR:**

\_\_\_\_\_  
Address  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

**SIGNATURE OF VENDOR**

If an Individual: \_\_\_\_\_  
Signature

doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

by: \_\_\_\_\_  
Partner Signature

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation)

by: \_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

**NOTARY PUBLIC:**

State Of: \_\_\_\_\_ County Of: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_ who is (who are) personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Notary Public Signature: \_\_\_\_\_

Notary Name, Printed, Typed Or Stamped: \_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**DRUG-FREE WORKPLACE CERTIFICATION FORM**

**APPENDIX F**

**IDENTICAL TIE SUBMITTALS** - In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Corporate Name of Vendor (Typed)

**MWBE/LDB PARTICIPATION GUIDELINES**  
**APPENDIX G**

The Respondent understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twelve percent (12%) of the total cost of the purchasing contracts to be provided by minorities or women-owned business enterprises (MWBE) and ten percent (10%) to be provided by local developing businesses (LDB).

Accordingly, the Respondent hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

1. Business with MWBE and/or LDB ownership: The amount of participation for this element where the company is certified by agencies accepted by the district, the total amount of the order shall be used as the amount of participation.
  - a. MWBE and LDB firms shall submit valid proof of certification with the bid. Each MWBE firm shall submit a copy of a valid MWBE certification from the City of Orlando, Orange County Government, State of Florida or the National/Florida Minority Supplier Development Council (NMSDC/FMSDC). Each LDB firm shall submit a valid LDB letter of certification issued by the Greater Orlando Aviation Authority or a copy of their OCPS LDB Certificate. A firm must be certified by the bid award date. A bidder may be considered non-responsive and may be rejected, at the sole discretion of OCPS, if the bidder fails to provide the required data.
  - b. OCPS shall be the final authority in determining whether a bidder qualifies as an MWBE or LDB firm for purposes of this bid.
  - c. For clarification regarding the district's MWBE or LDB programs and/or for LDB certification, please contact The Office of Business Opportunity (407) 317- 3739 or visit the website at: <http://www.obo.ocps.net>

2. Sub-contractor participation - Purchase of material and/or service obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed *Office of Business Opportunity MWBE/LDB Subcontractor* form. Firms not committing to sub-contracting should so indicate on the form.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining MWBE and LDB participation by supplier shall be in the Office of Business Opportunity in submitting a proposal to provide supplies, equipment or services to the School District. The Respondent must include with the proposal the CERTIFICATE OF MINORITY/WOMEN Ownership and/or LDB status from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Specialist in the Office of Business Opportunity for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

The Respondent/supplier must demonstrate to the satisfaction of the Specialist, Office of Business Opportunity for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that the Respondent/supplier is complying with the goals for MWBE and LDB participation.

If at any time, either before or after the award of contract, the supplier determines that he/she will be unable to comply, the supplier may request an evaluation of Good Faith by the Office of Business Opportunity of the School District. The Specialist, Office of Business Opportunity will make an analysis to verify that the supplier has made diligent, good faith efforts to meet the goals for MWBE and/or LDB participation, but due to circumstances beyond its control, it is impossible for the supplier to comply.

Notwithstanding, any of the forgoing requirements relating to the MWBE and LDB Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATES OF MINORITY/WOMEN Ownership or LDB status, if to do so would benefit the District in the increase of MWBE and LDB participation in contracts originating in the Procurement Services Department.

**OFFICE OF BUSINESS OPPORTUNITY  
MWBE/LDB  
SUBCONTRACTOR**

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs) and Local Developing Businesses (LDBs). For the purpose of calculating the MWBE and LDB participation percentages, only those dollars awarded to certified MWBE and LDB vendors will be utilized. Monies contracted or subcontracted to MWBE and LDB vendors are included in the calculation. As a result, respondents are asked to include certified MWBE and/or LDB subcontractor participation information below. If proposer has questions regarding a vendor's certification, he/she may contact the OCPS Office of Business Opportunity (407) 317-3739.

Please complete the information below showing respondent's commitment to subcontract at least twelve percent (12%) of its business related to this solicitation to one or more MWBE and ten (10%) for one or more LDB respondents.

Overall percent of MWBE Sub-Contractor Participation expected: \_\_\_\_\_

Overall percent of LDB Sub-Contractor Participation expected: \_\_\_\_\_

Please complete the following table by indicating the name of the sub-contracting firm, whether or not the firm is an MWBE and/or LDB, the type of work or material to be supplied by the sub-contractor, anticipated dollar value, and the anticipated percent of the contract value.

Sub-Contractor	MWBE or LDB	Type of Work/Material	\$ Value	% of Contract Value

If respondent has more than two MWBE or LDB vendors, the respondent should include information for additional MWBE and/or LDB vendors on an additional sheet of paper. Respondent agrees to supply subcontractor payment information to Orange County Public Schools. The due date and report format will be established upon award of the contract.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

**SAMPLE SERVICES CONTRACT**

**APPENDIX H  
AGREEMENT**

BETWEEN  
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA  
AND  
XXXXXXXXXXXXXXXXXXXX

This contract is made as of the 1st day of \_\_\_\_\_, 201\_ by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, hereinafter referred to as the BOARD, and \_\_\_\_\_, a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR, whose address is \_\_\_\_\_, in consideration of the mutual promises contained herein, the BOARD and the VENDOR agree:

The VENDOR'S responsibility under this Contract is to provide XXXXXXXX services as more specifically set forth in the Scope of Services, Exhibit A.

This agreement shall be effective for an initial term commencing on \_\_\_\_\_, 201\_ (the effective date) and shall continue through June 30, 201\_ unless terminated as provided in Article 4.

Following the initial term, the BOARD and the VENDOR shall have the option to extend this agreement for two (2) additional one (1) year terms at the previously agreed upon terms with the written consent and agreement of both parties. The BOARD retains the right to renegotiate the contract renewal with the VENDOR one hundred and twenty (120) days prior to contract expiration date.

Services of the VENDOR shall be performed in coordination with \_\_\_\_\_ who shall act as the BOARD's representative during the performance of this Contract.

**ARTICLE 1 - DEFINITIONS**

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both parties to this Agreement, as to the intended usage, application, and interpretation of terms pertaining to this Agreement.

**"BOARD"** means The School Board of Orange County, Florida and The School Board of Orange County, Florida , a political subdivision of the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on The School Board of Orange County, Florida ' behalf relative to this Agreement.

**"VENDOR"** means the individual or firm offering professional services, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of SUB-VENDORS, required under the covenants, terms and provisions contained in this Agreement and any and all Amendments thereto.

**"AGREEMENT"** refers to the executed Contract between The School Board of Orange County, Florida and the VENDOR.

**"PROFESSIONAL SERVICES"** means all of the services, work, materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the VENDOR and its employees and any and all SUB-VENDORS the VENDOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Agreement.

**"SUB-VENDOR"** means any individual or firm offering professional services which is engaged by the VENDOR to assist the VENDOR in providing and performing the professional services, work and materials for which the VENDOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The School Board of Orange County, Florida shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any Agreement entered into between the VENDOR and any SUB-VENDOR.

"SERVICES" means the professional services set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A".

"ADDITIONAL SERVICES" means any professional services that The School Board of Orange County, Florida may request the VENDOR to provide and perform pursuant to this Agreement, which are not included in the SERVICES.

"PARTIES" mean the signatories to this Agreement.

"CONTRACT AMENDMENT" means a written document authorized by this Agreement which, when executed by both parties, sets forth any changes to the "Scope of Professional Services" that contemplates a change in the services, work, and materials to be provided and performed by the VENDOR pursuant to this Agreement, sets forth the basis of compensation due to the VENDOR therefore, and sets forth the time period and/or schedule for performance and completion thereof.

"CONTRACT PROJECT MANAGER" means Orange County Public School's Project Manager, or designee who shall be the point of contact between the VENDOR and The School Board of Orange County, Florida. The CONTRACT MANAGER, within the authority conferred by Policy, acting as Orange County Public School's designated representative shall issue written notification to the VENDOR of any and all changes, when duly approved pursuant to this Agreement, in the VENDOR'S: (1) compensation (2) time and/or schedule of service delivery; (3) scope of services; and (4) any other Amendment(s) or change(s) pertaining to this Agreement. The CONTRACT MANAGER shall be responsible for acting on Orange County Public School's behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Agreement, or CONTRACT AMENDMENT(S) issued there under.

## **ARTICLE 2 - PAYMENTS TO THE BOARD**

The VENDOR shall pay to the BOARD for services rendered as outlined in Exhibit B; these fees include all direct charges, indirect charges and reimbursable expenses, if any.

**Record Keeping and Finance Controls.** With respect to the Scope of Work performed on a cost basis by VENDOR pursuant to the Agreement, VENDOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles. During the performance of the Services and for a period of three (3) years after Final Payment, the BOARD shall be afforded access from time to time, upon reasonable notice, to VENDOR's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Scope of Work performed on a cost basis in accordance with the Agreement as deemed related or relevant by the BOARD.

## **ARTICLE 3 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the BOARD determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside VENDORS. The BOARD shall exercise its rights under this "Certificate" within one year following final payment.

## **ARTICLE 4 - TERMINATION**

VENDOR shall give the BOARD written notice of any failure to perform under this Contract. If the BOARD fails to correct said failure within 10 working days this Contract may be terminated by the VENDOR upon 30 calendar days prior to written notice to the BOARD in the event of failure by the BOARD to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated by the BOARD with or without cause upon 30 calendar days upon written notice sent by certified mail to the VENDOR. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to Orange County Public School's satisfaction through the date of termination and to other monies or charges shall be due VENDOR. After receipt of a Termination Notice and except as otherwise directed by the BOARD the VENDOR shall:

- A. Stop work on the date and to the extent specified.
- B. Continue and complete all parts of the work up to the point of termination.

The BOARD may also choose to give VENDOR 60 days notice to correct a failure to perform. If, in the BOARD sole discretion, VENDOR fails to cure the failure to perform VENDOR agrees to transfer services to another vendor selected by the BOARD and reimburse the BOARD an amount equal to the total amount paid to VENDOR in accordance with the compensation schedule (attached as Exhibit B and incorporated herein) for services rendered during the 60-day opportunity to cure period.

#### **ARTICLE 5 - PERSONNEL**

The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the BOARD.

All the services required herein under shall be performed by the VENDOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services.

Any changes or substitutions in the VENDOR'S account manager must be made known to the BOARD's representative as soon as is reasonably possible. FMBC agrees to work closely with the BOARD in replacing this person to ensure that the work and cooperation between the two organizations is efficient and mutually productive to both parties.

#### **ARTICLE 6 – SUB-VENDOR**

The BOARD reserves the right to accept the use of a SUB-VENDOR or to reject the selection of a particular sub-VENDOR and to inspect all facilities of any SUB-VENDOR in order to make a determination as to the capability of the SUB-VENDOR to perform properly under this Contract.

If a SUB-VENDOR fails to perform, as required by this Contract, and it is necessary to replace the SUB-VENDOR to complete the work in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new SUB-VENDOR by the BOARD.

VENDOR will not be discharged from any obligation assumed under this agreement by retaining the services of a SUB-VENDOR. Also, VENDOR agrees to indemnify the BOARD for any loss, injury or damage caused by a negligent act or omission on behalf of any SUB-VENDOR retained to perform under this agreement.

#### **ARTICLE 7 - FEDERAL AND STATE TAX**

The BOARD is exempt from Federal Tax and State Tax for Tangible Personal Property. The BOARD will sign an exemption certificate submitted by the VENDOR. The VENDOR shall not be exempted from paying sales tax to their VENDORS for materials to fulfill contractual obligations with the BOARD, nor shall the VENDOR be authorized to use the BOARD's Tax Exemption Number in securing such materials.

The VENDOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 8 - AVAILABILITY OF FUNDS**

The obligations of the BOARD under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the BOARD.

#### **ARTICLE 9 - INSURANCE**

- A. The VENDOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the VENDOR, its agents, representatives, employees or Sub-contractors.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with a Bests' Rating of no less than A: VII. The VENDOR shall furnish Certificates of Insurance to BOARD, for approval, prior to the commencement of work. The Certificate shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Contract and that no material change or cancellation of the insurance shall be effective without ten (10) calendar day's prior written notice to BOARD. Compliance with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.



C. The VENDOR shall maintain during the term of this Contract, standard Professional Liability Insurance, or Errors and Omissions Insurance, of not less than \$1,000,000 combined single limit.

D. Minimum limits of Insurance:

<b>Workers Compensation Insurance -</b>	Statutory Limits
<b>Employer Liability -</b>	\$500,000/\$500,000/\$500,000
<b>General Liability -</b>	\$2,000,000 minimum General Aggregate
	\$1,000,000 minimum per occurrence to include:

1. Products - Completed Operations \$1,000,000
2. Personal & Advertising Injury \$1,000,000
3. Each Occurrence \$1,000,000
4. Fire Damage \$100,000
5. Medical Expense (Any one Person) \$50,000

E. The VENDOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of not less than \$1,000,000 combined single limit for bodily injury and property damage to protect the VENDOR from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

F. The VENDOR shall maintain, during the life of this Contract, adequate Workers Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for BOARD pursuant to this Contract.

G. The VENDOR shall maintain, during the life of this Contract, Professional Liability Insurance for Errors & Omissions, Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate

H. All insurance, other than Professional Liability and Workers Compensation to be maintained by the VENDOR shall specifically include BOARD as an "Additional Insured".

Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed, or modified without a ten (10) calendar day written notice to BOARD. In the cancellation clause the word "ENDEAVOR" shall be excluded and the number 10 inserted in the blank space provided before the word "days prior notice..." All VENDOR policies are to be considered primary to BOARD coverage and shall not contain co-insurance provisions.

#### **ARTICLE 10 - TIME OF ESSENCE:**

Time is of the essence concerning the performance of all terms and conditions of this Contract. VENDOR acknowledges that the work to be performed herein and pursuant to the attachments hereto is to be completed within the terms of the RFP (Exhibit A).

#### **ARTICLE 11 - STANDARD OF CARE**

In providing services under this agreement, the VENDOR will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by the BOARD, the VENDOR will without additional compensation, correct those services not meeting such a standard.

#### **ARTICLE 12 - INDEMNIFICATION**

The VENDOR shall indemnify and hold harmless the BOARD, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of the BOARD as set forth in Florida Statutes 768.28.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The BOARD and the VENDOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the BOARD nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the BOARD, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the BOARD and the VENDOR.

**ARTICLE 14 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the contract will have its venue in Orange County and the contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**ARTICLE 15 - CONFLICT OF INTEREST**

The VENDOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The VENDOR further represents that no person having any interest shall be employed for said performance. The VENDOR shall promptly notify the BOARD in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence the VENDOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances, the nature of work that the VENDOR may undertake and request an opinion of the BOARD as to whether the association, interest or circumstance would, in the opinion of the BOARD, constitute a conflict of interest if entered into by the VENDOR. The BOARD agrees to notify the VENDOR of its opinion by certified mail within 30 calendar days of receipt of notification by the VENDOR. If, in the opinion of the BOARD, the prospective business association, interest or circumstance would not constitute a conflict of interest by the VENDOR, the BOARD shall so state in the notification and the VENDOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the BOARD by the VENDOR under the terms of this Contract. If the BOARD in its sole discretion determines that there is a conflict, the VENDOR shall not enter into or terminate the Contract with the business associate.

**ARTICLE 16 - ARREARS**

The VENDOR shall not pledge the BOARD'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The VENDOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Contract.

**ARTICLE 17 - DISCLOSURE OF OWNERSHIP OF DOCUMENTS**

The VENDOR shall deliver to the BOARD for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by and for the BOARD under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the BOARD at its expense will be kept confidential by the VENDOR and will not be disclosed to any other party, directly or indirectly, without the BOARD'S prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the BOARD'S expense shall be and remain its property and may be reproduced and reused at the discretion of the BOARD.

If and as requested, the BOARD shall comply with the provisions of Chapter 119, Florida Statutes (Public Record Law).

**ARTICLE 18 - INDEPENDENT VENDOR RELATIONSHIP**

The VENDOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the BOARD. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the VENDOR'S relationship and the relationship of its employees to the BOARD shall be that of an Independent Contractor and not as employees or agents of the BOARD. The VENDOR does not have the power or authority to bind the BOARD in any promise, agreement or representation other than specifically provided for in this agreement.

## **ARTICLE 19 - CONTINGENT FEES**

The VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the VENDOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 20 - ACCESS AND AUDITS**

The VENDOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The BOARD or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts and transcription during normal business hours, at the BOARD's cost, upon five (5) days written notice.

## **ARTICLE 21 - NONDISCRIMINATION**

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, disability or national origin.

## **ARTICLE 22 - SURVIVAL**

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

## **ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The BOARD and the VENDOR agree that this Contract and any documents made a part thereof, sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

## **ARTICLE 24 - AUTHORITY TO PRACTICE**

The VENDOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting its business, and that it will at all times conduct its business activities in a reputable manner.

## **ARTICLE 25 - AMENDMENTS AND MODIFICATIONS**

No amendments and/or modifications of this contract shall be valid unless in writing and signed by each of the parties.

The BOARD reserves the right to make changes in the Scope of Work, including alterations, reductions, therein or additions thereto. Upon receipt by the VENDOR of the BOARD's notification of a contemplated change, the VENDOR shall (1) if requested by THE BOARD, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the BOARD of any estimated change in the completion date, and (3) advise the BOARD in writing if the contemplated change shall effect the VENDOR'S ability to meet the completion dates or schedules of this Contract.

If the BOARD so instructs in writing the VENDOR shall suspend work on that portion of the Work affected by a contemplated change; pending the BOARD's decision to proceed with the change.

If the BOARD elects to make the change, the BOARD shall issue a Contract Amendment or Change Order and the VENDOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 26 – MINORITY BUSINESS ENTERPRISE PROGRAM**

VENDOR acknowledges the importance of affording to minority vendors and contractors the full and reasonable opportunity to provide services. Therefore VENDOR hereby agrees as follows:

1. To the extent that such vendors are technically qualified, VENDOR shall exert good faith efforts to enter into

subcontracts with minority vendors and contractors to provide consulting services, and

- 2. VENDOR shall submit to THE BOARD requested documentation regarding VENDOR's actual use of minority vendors and contractors in performing the consulting services under this Statement of Work.
- 3. VENDOR shall add a Minority-owned business affiliation to its "approved vendor" list, for this project only.

\_\_\_\_\_  
(Vendor Name)

**ARTICLE 27 - ADDITIONAL SERVICES**

Should the BOARD require additional services of the VENDOR beyond the original Scope of Services of this Contract, the BOARD and the VENDOR shall negotiate a firm fixed price satisfactory to both parties prior to the commencement of such work.

**ARTICLE 28 - COMPLIANCE WITH LAWS**

The VENDOR agrees to comply with all laws, codes, rules, and regulations bearing on the conduct of work, including those of the Federal, State, and local agencies having jurisdiction.

**ARTICLE 29 - SEVERABILITY**

If any terms or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, to be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those to which it is held invalid or unenforceable, shall be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 30 - CONTRACT AND DOCUMENT PRIORITY**

In the event of a discrepancy between the controlling documents the order of priority shall be as follows: (I) the agreement (II) ITN document.

**ARTICLE 31 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and is sent to the BOARD shall be mailed to:

The School Board of Orange County, Florida  
Attention: Procurement Services, ELC4  
445 W Amelia St.  
Orlando, FL 32801

And if sent to the VENDOR, shall be mailed to:

VENDOR Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

IN WITNESS WHEREOF, The School Board of Orange County, Florida Commission of The School Board of Orange County, Florida , Florida has made and executed this Contract on behalf of The School Board of Orange County, Florida and VENDOR has hereunto set its hand the day and year above written.

**ORANGE COUNTY SCHOOL BOARD**

By: \_\_\_\_\_

Name:

Department:

Title: Director Date: \_\_\_\_\_

**Chief Operations Officer**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Michael Eugene

Name: \_\_\_\_\_

Title: Chief Operations Officer Date: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

XXXXXXXXXXXXXXXXXXXXXXX

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

SAMPLE

**EXHIBIT A**  
**STATEMENT OF WORK**

**SAMPLE**

**ATTACHMENT 1**

**SPECIAL CONDITIONS (“Special Conditions”) TO VENDOR AGREEMENT (“AGREEMENT”), DATED \_\_\_\_\_, \_\_\_\_\_ BY AND BETWEEN THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA AS THE “BOARD” THEREIN AND \_\_\_\_\_ AS THE “VENDOR” THEREIN**

These Special Conditions , dated \_\_\_\_\_, \_\_\_\_\_, executed by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a political subdivision of the State of Florida as the “**BOARD**” and \_\_\_\_\_, a foreign limited liability company, authorized to conduct business in the State of Florida, with a mailing address of \_\_\_\_\_, as the “**VENDOR**”, is intended to amend the above-referenced Agreement, and all exhibits, addenda and attachments thereto, regardless of whether or not specifically referenced herein. In the event of any inconsistencies between these Special Conditions and the Agreement, or any exhibit, addendum, or attachment thereto, these Special Conditions shall control.

**1. Defined Terms.** Unless otherwise defined herein, all defined terms shall have the same meanings as ascribed to them in the Agreement.

**2. Confidentiality.** For purposes hereof, “**Confidential Information**” shall mean any non-public information of the other Party that is designated as confidential, or that the receiving Party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (a) a Party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other Party; (b) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a Party; (c) a Party has developed information independently without reference to any Confidential Information of the other Party; or (d) a Party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available. The Party receiving Confidential Information will not at any time disclose to any person or entity (including, without limitation, any member of the media) or use for its own benefit or the benefit of anyone, Confidential Information of the other Party without the prior written consent of said Party. Neither Party shall be liable for disclosure of Confidential Information if made in response to a valid order of a court, authorized agency of government, or in compliance with Chapter 119, Florida Statutes; provided that, if available, five days’ notice first be given to the other Party so a protective order, if appropriate, may be sought by such Party.

**3. Coordination.** VENDOR shall coordinate its Services during the term of the Agreement with the BOARD to include, without limitation, VENDOR’s obligation to provide the BOARD with written notification in the event any of VENDOR’s officers, employees, representatives or agents (each , a “**VENDOR Representative**”) observes or suspects any unfavorable condition on BOARD’s property or unfavorable condition with BOARD’s system or operations, as the case may be, including, without limitation, any violations or suspected violations of public health, safety or other similar laws or regulations on property or equipment owned, leased or managed by BOARD (a “**BOARD Location**”). Additionally, VENDOR shall ensure all of VENDOR’s Representatives shall be obligated to promptly report to VENDOR in writing any known unfavorable conditions on BOARD’s property or unfavorable conditions with BOARD’s operations or equipment, including without limitation, any violations or suspected violations of public health, safety or other similar laws. VENDOR shall promptly notify BOARD in writing of all such reports it receives or unfavorable condition of which it is aware (“**Reports**”). It is agreed and understood the subject matter of the Reports is deemed Confidential Information of BOARD and any breach of such Confidential Information shall be deemed a material breach of the Agreement. VENDOR shall be responsible for any and all damages incurred by BOARD as a result of such material breach, including, without limitation damages caused by unauthorized media exposure or dissemination of unauthorized Confidential Information. Notwithstanding the foregoing, it shall not be deemed a breach of Confidential Information hereunder if disclosure is required by applicable law. Nothing herein shall be construed to obligate VENDOR in any manner to violate or contravene any applicable law. BOARD shall designate an employee as the contact person for purposes of coordination hereunder.

**4. Inspection and Audit.** Without limiting any inspection rights set forth in the Agreement, BOARD or BOARD’s designee, has the right to inspect the property of VENDOR and/or audit VENDOR’s records in connection with the Services to be provided by VENDOR to BOARD at any time upon prior notice.

**5. Names; Trademarks.** VENDOR shall acquire no rights under the Agreement to, and shall not use, the name of BOARD or the name of “The School Board of Orange County, Florida” either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, “**BOARD’s Marks**”) in any of VENDOR’s advertising, publicity or promotion; to express or imply any endorsement by BOARD of its services; or in any other manner whatsoever (whether or not similar to the uses hereinabove specifically prohibited ) without the prior review and written approval by BOARD in each and every instance. Notwithstanding the foregoing, VENDOR acknowledges that BOARD, as the case may be, own and control The School Board of Orange County, Florida Marks, and VENDOR agrees that The School Board of Orange County, Florida Marks are propriety to BOARD, as the case may be. Nothing in the Agreement constitutes the grant of a general license to use such The School Board of Orange County, Florida Marks. VENDOR agrees that it will not do anything which in any way infringes or abridges BOARD’s right to the BOARD’s Marks or directly or indirectly challenges the validity of or attempts to invalidate the BOARD’s Marks. VENDOR agrees and acknowledges that it shall not acquire any interest in the BOARD’s Marks or the good will associated with BOARD’s

Marks by virtue of the Agreement. No advertisement, publication or other use of BOARD's Marks shall be published or otherwise promulgated by VENDOR without BOARD's prior inspection and written approval in BOARD's sole discretion. BOARD has the right at any time to immediately revoke any permitted use it grants VENDOR of any BOARD's Marks hereunder. Upon termination of the Agreement, any and all rights or privileges for VENDOR to use BOARD's Marks (if such approval is granted by BOARD) shall cease. This clause shall survive the expiration or sooner termination of this Agreement.

**6. Material Breach.** In the event of material breach of the Agreement and in addition to all other rights and remedies BOARD may have in the event of breach of any term or condition of the Agreement, BOARD shall have the right to immediately terminate the Agreement. VENDOR shall be liable to BOARD for all monetary and non-monetary damages BOARD sustains as a result of any breach of the Agreement and these Special Conditions.

**7. Relationship of the Parties.** Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

**8. Compliance with Laws.** VENDOR shall comply with all laws and applicable regulations as well as BOARD policies and The School Board of Orange County, Florida and BOARD regulations, rules and guidelines as same may be updated and modified from time to time.

**9. Use of Internet.** Board shall not knowingly upload, post, transmit or otherwise make available on or via the internet services provided by VENDOR under the Agreement, any material (including any message or series of messages) that violates any law, is libelous, or legally invasive of privacy or publicity rights. VENDOR may request removal of content that violates these standards upon prior written notice of same.

**10. VENDOR Monitoring.** VENDOR shall have the right, but not the obligation, to: (a) monitor traffic and content on its network, in its sole discretion, including through the use of automatic content on its network, in its sole discretion, including through the use of automatic content filters (including, without limitation, spam, virus, and adult language sniffers and filters); and (b) monitor the BOARD's bandwidth utilization and to limit excessive use of bandwidth as mutually agreed to by and between the Parties.

**11. Usage Limitations.** In the event that a VENDOR audit reveals that the BOARD's usage of the Service exceeds the BOARD's rights under the Agreement, VENDOR shall promptly notify BOARD in writing of such excess usage and provide appropriate written evidence of same to the BOARD. The BOARD, at its option, shall discontinue any such excess usage within (thirty) days of receipt of such notification of excess use, or elect to pay such additional charges for a higher tier of service as mutually agreed to by and between the Parties.

**12. Public Content.** VENDOR shall have the right, but not the obligation, to review public content associated with the Service, including chat rooms, bulletin boards and forums. In the event VENDOR determines that the BOARD is not in compliance with the Agreement with respect to such public content, VENDOR shall provide the BOARD a minimum of thirty (30) business day's prior written notice to remove such content or to have VENDOR remove such content.

**13. Voice Service.** The BOARD agrees that VENDOR will not be responsible for losses or damages as a direct result of the unavailability of voice service, including the inability to reach 911 or other emergency services, the inability to contact a security system or remote medical or other monitoring service provider or any failure or fault relating solely to BOARD provided equipment. However, VENDOR shall be responsible for any of its or its agents, employees, SUB-VENDORS, or independent contractor's negligence or willful misconduct.

**14. Survival.** The insurance and indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.

**15. Full Force and Effect.** Except as expressly modified and amended hereby, all terms and provisions of the Agreement shall remain in full force and effect.

**16. Entire Agreement.** The Agreement, Amendments attached thereto, RFP document and these Special Conditions contain the entire agreement of the parties and no other representation, warranty, inducement, promise or agreement, oral or otherwise, between the parties shall be of any force or effect. These Special Conditions may only be modified or amended by a written agreement executed by both parties hereto with the same formalities and in the same manner as these Special Conditions.



**IN WITNESS WHEREOF**, the parties have executed these Special Conditions the day and year set forth below.

**VENDOR**

WITNESS (VENDOR):

For: **VENDOR**

By \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Name & Title (Type or Print)                      Date

\_\_\_\_\_  
Name & Title (Type or Print)                      Date

CORPORATE SEAL

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

ATTEST:

For: **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name & Title (Type or Print)

\_\_\_\_\_  
Name & Title (Type or Print)                      Date

\_\_\_\_\_  
Date

Reviewed by \_\_\_\_\_

\_\_\_\_\_  
Name & Title (Type or Print)                      Date

**ATTACHMENT 2**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 7 CFR Part 3017, Section 3017.510, participant's responsibilities. The regulations were published as Part IV of the January 30, 1980, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture with which this transaction originated.

**BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by 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 participants shall attach an explanation to this proposal.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
PR/Award Number or Project Name

\_\_\_\_\_  
Name(s) and Title(s) of Authorized Representatives

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will included this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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