
**Instructional Leadership – Common Core State Standards
“Black Belt” Training**

Request For Proposal

RFP1304073

Due Date/Time: April 29, 2013, 2:00 p.m. EST

Pre-submittal Conference: April 18, 2013, 2:00 p.m. EST

Clarification Cut-off: April 19, 2013, 5:00 p.m. EST



Procurement Services
Orange County Public Schools



ORANGE COUNTY PUBLIC SCHOOLS
PROCUREMENT SERVICES DEPARTMENT
445 W. Amelia Street, Orlando, Florida 32801
Telephone 407.317.3219 Fax 407.317.3414

REQUEST FOR PROPOSAL (RFP)
PROPOSAL ACKNOWLEDGEMENT FORM

INSTRUCTIONAL LEADERSHIP – COMMON CORE STATE STANDARDS “BLACK BELT” TRAINING, RFP1304073

Due Date/Time: April 29, 2013 at 2:00 p.m.

Request for Information (RFI) Cut-off Date: April 19, 2013, 5:00 p.m.

Sealed proposals must be mailed or hand carried to: The School Board of Orange County, Florida (SBOC), Procurement Services Department, 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 mailing package and clearly marked with the proposal number, title, proposal opening date and time. For your convenience an identification label has been provided. The delivery of proposals prior to the specified date and time is solely the responsibility of the proposer. Proposals received after the due date and time will not be considered.

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 RFP and all appendices and any addendums released hereto.

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)
Respondent 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 Respondent(s). Thank you for your interest in doing business with Orange County Public Schools.

Direct all inquiries to: SBOC Procurement Services

LOU EMMA CROMITY

Email: louemma.cromity@ocps.net

Fax: (407) 317-3414

PROPOSAL IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, a label has been provided to properly identify your proposal. Place completed proposal type or print company name and address on the label and affix the label to the front of the 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: _____

**RFP1304073 TITLE: INSTRUCTIONAL LEADERSHIP –
COMMON CORE STATE STANDARDS “BLACK BELT” TRAINING**

PROPOSAL TO BE OPENED ON: APRIL 29, 2013 AT 2:00 PM EST

DELIVER TO:

ORANGE COUNTY PUBLIC SCHOOLS
PROCUREMENT SERVICES
LOU EMMA CROMITY
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 Proposals (RFP), please complete this form and return or fax, prior to the RFP due date established within, to:

Orange County Public Schools
Procurement Services
Attn: **LOUEMMA CROMITY**
445 W. Amelia St., 4th Floor
Orlando, FL 32801
Fax (407) 317-3971 or (407) 317-3414

This information will assist Procurement Services in the preparation of future RFPs.

RFP Number: RFP1304073 Title: *INSTRUCTIONAL LEADERSHIP – COMMON CORE STATE STANDARDS “BLACK BELT” TRAINING*

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 respondent 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.

INSTRUCTIONAL LEADERSHIP – COMMON CORE STATE STANDARDS “BLACK BELT” TRAINING
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SECTION 1

INTRODUCTION

The School Board of Orange County, Florida (hereafter referred to as “SBOC” or “The District”) is requesting solicitations from qualified firms who can provide Instructional Leadership – Common Core State Standards (Black Belt) training services. The purpose of this Request For Proposal (RFP) is to provide services for three one day training for the District principals and assistant principals (750). The training shall on Common Core State Standards – Black Belt Training.

ORANGE COUNTY PUBLIC SCHOOLS (OCPS OR THE DISTRICT)

OCPS is the tenth largest school district in the nation and is the fourth largest school district 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 approximately 185,000. Currently the total number of schools is 184. Additionally, OCPS has four post-secondary Career & Technical Education (CTE) centers.

SBOC Vision: To be the top producer of successful students in the nation.

SBOC Mission: To lead our students to success with the support and involvement of families and the community.

SECTION 2

SCOPE OF SERVICES

The successful respondent will provide goods and services as outlined herein. SBOC is seeking to engage consultants to conduct needs assessments, develop evaluation plans and research designs, collect data, analyze data, interpret results, and prepare recommendations and reports. The successful respondent will offer Common Core State Standards Black Belt training and how it connects to High Yield Strategies, conversations that matter and deliberate practice for the professional learning of teachers on administrators’ respective campuses. The following includes the expectations and deliverables expected from this training:

- Focused on the Common Core State Standards Black Belt professional development training model for instructional coaches and classroom teachers.
- Create scale for levels of proficiency for principals and assistant principals in the areas of Close Read and Mathematical practices (Common Core State Standards) to be used as the gauge or monitoring tool to reflect what principals should know and do on their campuses to promote and monitor the implementation of Common Core State Standards.
- Create and model Common Core Lesson Plans compared to NGSSS lesson plans (at the elementary, middle and high school levels) that include Learning Goals, Scales for students, formative assessments and make the connection to the components of the Marzano’s Learning Sciences International (The Art and Science of Teaching) which is the basis for Teacher Assessment for OCPS.

Training to be provided shall be held on first day of a three day training program. The vendor shall work collaborative with the District and its vendors as necessary to ensure a successful training event for the District’s staff.

Minimum Requirements:

- Must have demonstrated knowledge of Common Core State Standards
- Must have provided prior training for the Common Core State Standards Black Belt
- Consultants delivering the training must have at least a Master’s Degree

Training Dates: (Considered a standard business day of 8-5)

June 12, 2013

July 8, 2013

July 22, 2013

REQUIRED INFORMATION TO BE SUBMITTED BY PROPOSER

- A. Respondent shall provide verification of having earned at least a graduate degree. Proposer or lead consultant shall possess, at a minimum, a Master's Degree, and preferably a Doctorate Degree in a field appropriate to providing training services for educational programs.
- B. Respondent shall provide a copy of current curriculum vitae for each member of the Respondent's team who will be involved in developing/delivering the training.
- C. Sample Training programs (at least 1)
- D. List of training materials that will be used
- E. Respondent shall provide a list of references, including contact person(s), telephone numbers, mailing addresses, and e-mail addresses, which the Respondent have conducted this training session or similar training sessions within the last three (3) years in Appendix B.

In addition to the above, the Respondent will be responsible to:

- Attend an initial meeting with the OCPS Administrator, who is responsible for administration and oversight of relevant programs and to sign the Contract for Professional Services. In this meeting, the OCPS Administrator and the Respondent will review program parameters and discuss expectations and plans for the training sessions.
- Meet measurable deliverables specified for each evaluated initiative as identified by the OCPS Administrator.

SECTION 3

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL INSTRUCTIONS

Proposal Due Date: All proposals must be received no later than **2:00 p.m. EST, on April 29, 2013**. The Respondent will be responsible for its timely delivery to School Board of Orange County, Florida, Procurement Services, 445 West Amelia Street, Orlando, Florida 32801. It is the Respondent's responsibility to assure that his/her 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 Respondent.

The Orange County Ronald Blocker Educational Leadership Center (RB-ELC) 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 Procurement Services via the lobby telephone that you have delivered a proposal to the reception desk.

Provide one original with manual signatures, five (5) copies of the proposal (for a total of six (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 District External Evaluators (Not Grant Programs) with the RFP1304073 on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction. Respondents should become familiar with any local conditions which may, in any manner, affect the services required. The Respondent(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 District.

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 District with the services specified in the proposal.

COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) and Section 85.510 Code of Federal Regulations. The consultant certifies by signing the proposal that the consultant and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally-funded transactions and may, in certain instances, be required to provide a separate written certification to this effect. During the term of any contract with the District, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally-funded transactions, the Consultant shall immediately notify Procurement Services, in writing. Consultant will also be required to provide access to records which are directly pertinent to the contract and retain all required records for seven years after final payments are made.

2. TIME SCHEDULE

The District will attempt to use the time schedule as indicated below. Note: References to Ronald Blocker Education Leadership Center (RB-ELC) 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 they become available.

APRIL 12, 2013	Solicitation Date
APRIL 18, 2013	Pre-submittal conference at 2:00 p.m., RB-ELC,
APRIL 19, 2013	Request for Information (RFI) cut-off, 5:00 p.m. EST
APRIL 29, 2013	Proposal opening at 2:00 p.m., RB-ELC, Lobby Conference Room Proposal will be opened and only the company names will be announced
MAY 2, 2013	Evaluation Meeting Date (Tentative Date)
MAY 2, 2013	Notice of Intended Decision (Tentative Date)
MAY 7, 2013	Presentations by Respondents (Tentative Date), if required
MAY 7, 2013	Notice of Intended Decision Date (Tentative Date), if required
MAY 28, 2013	Board Recommendation (Tentative Date)

3. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference is intended to be scheduled for **2:00 p.m. on April 18, 2013**. The meeting will be held in the RBELC.

The pre-submittal conference will allow for consultants to gain clarification regarding the solicitation.

4. REQUEST FOR INFORMATION

Questions: Any questions concerning the RFP should be directed in writing to Procurement Services Department, Orange County Public Schools. Requests for Information must be in writing and may be faxed to Lou Emma Cromity at 407-317-3414 or emailed to louemma.cromity@ocps.net. Questions received after the RFI date and time stated above will not be considered. Inquiries must reference the bid number and the date of proposal opening. Those interpretations which may affect the eventual outcome of this bid will be furnished in writing to all prospective Respondents. Only the interpretation or correction so given by the Procurement Services 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. All RFIs shall be submitted no later than **April 19, 2013 by 5:00 p.m. EST**.

Selection committee members, school board members and school board personnel (except the Procurement Services 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 OCPS, 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 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.

By submission of a Bid, vendor understands that award of the Bid by Orange County Public Schools, and any subsequent purchase orders and agreements shall constitute a binding and enforceable contract. Unless otherwise stipulated in the Bid documents, no other contract documents shall be issued.

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, the requirements of this RFP and completeness and clarity of content.

Proposals should be bound, include covers and dividers, and financial information.

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 respondent, including name, title, address and telephone number of one individual who is the respondent'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. Respondents must meet minimum criteria as specified to receive further consideration. Submittals shall include the following:

- 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 Proposal Acknowledgment Form is the only acceptable form.
- Respondent must provide evidence of authority to do business in Florida by the execution of the contract:
 - Type of Business (**Refer to Appendix E**): The Respondent shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). The Respondent shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business, changes in ownership, bank reference, and other information to verify financial responsibility.
 - If the Respondent is a corporation, provide a copy of the certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
- Respondent must demonstrate financial stability to OCPS. Respondent must provide at a minimum, one of the following financial information:

- A statement regarding respondent's financial stability including information as to current or prior bankruptcy proceedings.
- Certified Financial Statements – Copy of the most current audited financial statement. All costs associated with this report shall be borne by Respondent.
- 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 (Add to Appendix C).
- Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to **Appendix D**) included in this package.

TAB 2 – EXPERIENCE AND QUALIFICATION

Respondent must have a proven track record that demonstrates success in providing training for Common Core State Standards Black Belt.

- **Organizational History, Structure and Authoritative Direction of Control:** Describe the history, structure and authoritative direction of control of your organization with particular emphasis on your experience in providing District External Evaluation services.

Provide an organizational chart of your administrative staff.

- Respondent must demonstrate a record of company stability for the last year 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)
- List current or recently completed projects which best illustrate the experience of the firm. 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 (project dollar value).
 - 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**

Respondent's Reference Form (**Appendix B**). The district may check references listed by the respondent.

- **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 OCPS. Respondent 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 and contact information for the point of contact for these services.
- License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies. Add to Appendix C.
- 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. Add to Appendix C.

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, Scope of Services herein.

TAB 4 - MWBE/LDB PARTICIPATION

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

- Provide status on Appendix I.
- Tier Participation – Respondent'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 respondents. (Refer to Appendix K)
- Local Developing Business eligible respondents must complete Appendix J and Appendix L

Respondents must submit signed Letter of Intent with their proposal for all MWBE or LDB sub-contractors 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-contractor.

The awarded contractor's responsibilities and requirements are itemized below:

- Incorporate a prompt payment assurance provision and payment schedule in all contracts between the prime and sub-contractors.
- File copies of all executed sub-contractor agreement/contracts between the contractor and all MWBE or LDB sub-contractors on the project to OCPS Office of Business Opportunity.
- The prime contractor 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 contractor shall not substitute, replace or terminate any MWBE or LDB respondent without prior written authorization of OCPS, nor shall the prime reduce the scope of work or monetary value of a sub-contractor without written authorization of OCPS. The prime contractor shall notify the Office of Business Opportunity of any additional awards to the MWBE or LDB respondents on the prime contractor's team and the addition of any new MWBE or LDB respondent to the prime contractor's team on that project.

Execution of the contract between OCPS and the Respondent shall be contingent upon the filing of executed contracts between the Respondent 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 respondent's proposed pricing as requested on the Proposal Price Sheet (Appendix A). It is expected that all respondents 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 (PEC) as described herein.

2. PROPOSAL OPENING

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

3. PROPOSAL EVALUATION COMMITTEE

A Proposal Evaluation Committee 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 Respondents 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 respondent's facilities and/or of a current project they are managing.

Public Notice of PEC meetings will be posted on OCPS Procurement Services website: www.procure.ocps.net

4. EVALUATION PROCESS

OCPS 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. Procurement Services staff will participate in an advisory capacity only.

6. 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. Demonstrated understanding of CCSS	100	40%
III. MWBE/LDB Participation	100	10%
IV. Proposal Price	<u>100</u>	<u>15%</u>
	400	100%

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

Presentations/Interviews: Should the PEC members request presentation or interview from shortlisted respondents the following evaluation criteria will apply:

<u>Presentation/Interview Evaluation Criteria</u>	Possible Points	Maximum Weight Value
I. Training Material	100	30%
II. Demonstrated Abilities to Train	100	40%
III. Quality of Presentation	100	18%

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

7. RIGHT TO NEGOTIATE

OCPS 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. Respondents are cautioned to provide their best offer initially.

8. AWARD AND CONTRACT

Award shall be made to the most responsive and responsible Respondent whose proposal is determined in writing to be the most advantageous, bringing “best value” to meet the criteria of OCPS. 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 OCPS and CONTRACTOR 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.

Contractor - The “Contractor” shall mean the individual or respondent offering these goods and services, which a Contract has been executed, and which the respondent 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-contractors, required under the covenants, terms and provisions contained in the Contract and any and all Amendments thereto.

Joint Venture - New firm formed to achieve specific objectives of a partnership like temporary arrangement between two or more firms.

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, respondent, 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 OCPS to the Contractor.

Notice to Proceed - The written notice issued by OCPS to the Contractor authorizing the Contractor to proceed with the work and establishing the date of commencement of the contract time.

OCPS – For the purposes of this proposal, OCPS shall mean “Orange County Public Schools, “The District”, Customer” and “Authorized Purchaser”.

Partnering – Establishing a long term win-win relationship based on mutual trust and teamwork, and on sharing of both risks and rewards. The objective is to focus on what each party does best, by sharing financial and other resources, and establishing specific roles for each participant.

Proposal - An executed offer submitted by a Respondent 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 contractors or consultants and which provides for negotiation of all terms of the proposal, including price, prior to award.

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

Responsible Respondent – Respondent 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 Respondent – Respondent that has 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 Respondent and OCPS. If Respondent requires an additional contract, then Respondent 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 Respondent without prior written consent of the School District.

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

3. SUSPENSION OF WORK

The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4. TERMINATION FOR CONVENIENCE

OCPS, by written notice to the Contractor, may terminate the Contract in whole or in part when OCPS determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

5. TERMINATION FOR CAUSE

OCPS may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3),

F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

6. In the event any of the provisions of this proposal are violated by the Respondent(s), Procurement Services will give written notice to the Respondent(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to OCPS for immediate cancellation. Upon cancellation hereunder, OCPS may pursue any and all legal remedies as provided herein and by law.

OCPS, 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, OCPS will be relieved of all obligations under said contract. OCPS will be required to pay to the Respondent(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 OCPS after the termination of the contract.

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

Cancellation of contract by Contractor may result in removal from Respondents/Respondent list for a period of three years.

7. **CONFLICT OF INTEREST**

All Respondents must disclose the name of any officer, director, or agent who is also an employee of OCPS. All Respondents must disclose the name of any district employee who owns, directly or indirectly, any interest in the Respondents' business or any of its branches.

8. **CONTRACT TERM**

Respondent(s) shall serve at the pleasure of the district. Pricing, terms and conditions of the base contract will remain respondent for a period of one (1) year from date of award. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. The successful Respondent agrees to this condition by signing its proposal.

9. **CONTRACT RENEWAL**

OCPS at its sole discretion may exercise options to extend the contract for up to two (2) additional one-year periods based upon funding availability and by mutual written consent of both parties. OCPS retains the right to renegotiate the contract renewal with the awarded Contractor one hundred and twenty (120) days prior to contract expiration date.

10. **DEBRIEFING**

A debriefing may be held after contract award at the request of any Respondent 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 Respondent's proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

11. **DEFAULT**

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

12. **Drug-Free Workplace:** If applicable, provide a statement concerning the Respondent'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.

13. **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 Respondent, 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.

14. **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 Respondents:

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

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."

14. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

Successful Respondents 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 contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor 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 Contractor and venue shall be in Orange County.

15. **INSURANCE REQUIREMENTS**

Respondent 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 (OCPS) and (b) OCPS is to be named as an additional insured party with respect to Respondent activities.

Public Liability and Property Damage Insurance: The Contractor 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 subcontractor performing work covered by this Contract, from claims for 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 subcontractor 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 subcontractors.

Worker's Compensation Insurance: The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

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

16. JOINT PROPOSALS

A joint proposal (2 or more Respondents proposing jointly on a single proposal) may be submitted. If a joint venture each participating Respondent must sign the joint proposal. If the contract is awarded to joint Respondents, it shall be one indivisible contract. Each joint Respondent will be jointly and severally responsible for the performance of the entire contract, and the joint Respondents 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 Respondents.

17. LEGAL REQUIREMENTS

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Respondent(s) doing business with OCPS 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.

18. LOBBYING

Selection committee members, school board members and school board personnel (except the Procurement Services 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 OCPS, 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.

19. MWBE/LDB PARTICIPATION PLAN

OCPS encourages minority participation. The board assures that OCPS and private companies doing business with OCPS 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. Please refer to **Appendix I** for additional information.

20. 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 contractor or supplier. Said product(s)/service(s) are to be furnished in accordance with the Contract resulting from this solicitation.

21. PATENTS AND ROYALTIES

The Respondent, 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 Respondent 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, OCPS shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this proposal.

22. PERMITS AND LICENSES

The Respondent(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 OCPS.

23. 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 contractors 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.

24. POSTING OF TABULATIONS/RECOMMENDATION

RFP tabulations with recommended awards will be posted for review by interested parties on the OCPS website at www.procurement.ocps.net 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, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay

and anticipated posting date and time.

25. Any person who is adversely affected by a decision of the Orange County School District concerning this procurement shall file a Notice of Intent to Protest in writing within 72 hours after the notice of decision 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 David Oakhill, Senior Director, Contract Administration and Procurement Services, 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.

26. **PROPOSAL PREPARATION COST**

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

27. **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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Respondent 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.

28. **PUBLIC RECORDS LAW**

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

29. **RESERVED RIGHTS OF OCPS**

OCPS 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. OCPS reserves the right to reject any and/or all items proposed or award to multiple Respondents. Prior to board approval, OCPS may cancel the RFP or portions thereof, without penalty.

OCPS reserves the right, before awarding the contract, to require Respondent(s) to submit evidence of qualifications or any other information OCPS may deem necessary.

OCPS reserves the right to further negotiate any proposal, including price, with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, OCPS reserves the right to negotiate and recommend award to the next highest Respondent or subsequent Respondents 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 OCPS and the decision shall be final.

30. **REQUIREMENTS**

OCPS has established certain requirements with respect to proposals to be submitted by prospective Respondents. The use of "shall", "must" or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. OCPS 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 Respondent over other Respondents, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Respondent, or for the cost to OCPS. Material deviations cannot be waived.

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

Respondent 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 Respondent or agent, sent to the Procurement Services official stated in Section 4. Thereafter, the Respondent 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

The District shall compensate the Consultant for services rendered based upon cost per participant which shall include all cost to provide the services, i.e. labor, materials, planning sessions, meetings, training programs, training workshops, travel, lodging, profit and overhead, etc.

Cost per participant: _____

Cost per day: _____

Total Training Cost (3 days): _____

Authorized Representative's Signature Date

Corporate Name of Respondent (Typed) Date

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 _____ 2013

PROPOSAL PRICE SHEET

APPENDIX A

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. Respondent 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 respondent, 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 Board of Orange County, Florida 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: _____

NOTARY PUBLIC

STATE OF: _____ **COUNTY OF:** _____

Sworn to and subscribed before me this _____ day _____ 20__ by

_____ who is 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:** _____

RESPONDENT'S REFERENCE FORM
APPENDIX B

Provide references for when you have provided similar goods or services to in the past five (5) years.

Reference # 1

Organization Name: _____ Telephone #: _____

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 #: _____

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 #: _____

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 Respondent (Typed)

RESPONDENT'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 respondent'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 respondent with all state and regulatory agencies. _____

Corporate Name of Respondent (Typed)

Authorized Representative's Signature

Date

STATEMENT OF AFFIRMATION AND INTENT
APPENDIX D

To: ORANGE COUNTY PUBLIC SCHOOLS (OCPS), PROCUREMENT SERVICES

PROJECT: INSTRUCTIONAL LEADERSHIP INSTITUTE

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 and made without collusion with any other vendor or official of the School Board of Orange County, Florida. 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 that 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.

The respondent certifies that 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.

The respondent further declares that he/she has carefully examined the scope of work, instructions, terms and conditions of this Request for Proposal (s) 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 work, requirements, and standards contained in the Request for Proposals.

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

NOTARY PUBLIC:

State Of: _____ County Of: _____

On this _____ day of _____, 20____, before me appeared (name) _____
sworn, did execute the foregoing document, and did state that he or she was properly authorized by (name of company) _
_____, to execute the document and did so as his or her free act and deed.

Notary Public Signature: _____

Notary Name, Printed, Typed Or Stamped: _____

Commission Number: _____ My Commission Expires: _____

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 work in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS OF RESPONDENT:

Address _____

City _____ State _____ Zip _____

Telephone No. _____ Fax No. _____

SIGNATURE OF RESPONDENT

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 respondent complies fully with the above requirements.

Authorized Representative's Signature

Date

Corporate Name of Respondent (Typed)

MWBE /LDB PARTICIPATION GUIDELINES

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 foregoing 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
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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