

**REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM**

TITLE: RFP #033-PLA-0109-MANAGEMENT SERVICES FOR ALTERNATIVE EDUCATION:

Anti-Collusion Statement/Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

**SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

NOTE: Entries must be completed in ink or typewritten. **An original, manual signature is required.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

**P. O. Box 391
Bartow, Florida 33831**

**1915 S. Floral Avenue
Bartow, Florida 33830**

PURCHASING DEPARTMENT

**REQUEST FOR PROPOSAL (RFP)
MANAGEMENT SERVICES FOR ALTERNATIVE EDUCATION**

RFP NO: 033-PLA-0109

NOTICE TO INTERESTED PROPOSERS MAILED: December 12, 2008

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: 12:00 p.m. (ET) January 9, 2009

DEADLINE FOR RECEIPT OF LETTERS OF INTENT TO PROPOSE: January 9, 2009

DEADLINE FOR RECEIPT OF PROPOSALS: 3:00 p.m. (ET) January 27, 2009

SECTION 1: PURPOSE AND OVERVIEW

1.1 Purpose

The School District of Polk County, Florida (the District/the Board) is seeking proposals from experienced and qualified firms to provide professional management services in the organization, development, management, staffing and operation of the Bill Duncan Excel Center in Lakeland, FL and the Donald E. Woods Excel Center in Dundee, FL. Both of these centers currently provide alternative education programs for expelled and other assigned students. The purpose of this RFP is to offer qualified firms an opportunity to submit written proposals for the District's consideration. The scope of required services and responsibilities are more fully described in Section 2 of this RFP.

The current provider of the required management services is ResCare, Inc.

1.2 About the District

- a. The Polk County Schools district office is located in Bartow, Florida.
- b. There are over 100 K-12 schools located throughout the district.
- c. The current K-12 student population is approximately 93,000 making the Polk district the eighth largest district in the State of Florida, in terms of student population. There are 67 school districts within the state.
- d. There are over 11,000 employees currently employed by the school district.
- e. The County measures 1,823 square miles, making it one of the larger counties in the state.
- f. Additional District information is available at www.polk-fl.net
- g. School FTE, school population, etc. is available at <http://www.polk-fl.net/schools/default.asp>

SECTION 2: SCOPE OF SERVICES

The Contractor will support the objective and purpose of developing programs to improve the future long-term employability of youth; enhance the educational, occupational, and citizenship skills of youth, encourage school completion or enrollment in alternative school programs; increase employment and earnings of youth; reduce welfare dependency; and, assist youth in addressing problems that impair the ability of youth to make successful transitions from school to work, the military, post-secondary education and training or back to traditional school setting.

It is envisioned that any agreement entered into as a result of this RFP will include the following:

A. General Terms and Information

1. The term of this Agreement will be effective on or about July 1, 2009 and shall be for a term of two school years beginning on or about July 1, 2009 through the summer session of 2011. The Agreement will be based on 200 days of instructional service per year that includes summer and/or extended year service. Either party shall have the option to exercise termination as defined in Section General Terms A.5.
2. If any provisions of this Agreement are found to be in violation of local, state, or federal rule, law or regulation, this Agreement shall be changed to comply with such law, rule or regulation.
3. The successful proposer (Contractor) shall act as an independent contractor for the School Board. Employees of the Contractor shall not be considered employees of the District, nor shall the teachers involved with the Contractor be employees of the District. The District shall exercise no authority over the personnel assigned to perform this contract by the Contractor except as set forth hereinafter. The District shall have no supervisory authority over the Contractor's personnel and shall exercise no control over how the Contractor's personnel perform their responsibilities under this contract. Should the District have any dissatisfaction, concern, or complaints about the manner in which the Contractor's employees are performing responsibilities under this contract, those matters shall be communicated to the Contractor for such appropriate action as deemed necessary. The school district's organizational chart is posted at: <http://www.polk-fl.net/staff/employeeinfo/hrs/documents/orgcharts/14specializedservices.pdf>
4. Any state funds (FTE) that may be lost by the District solely due the Contractor's non-compliance with the provisions of this Agreement shall be deducted on a prorated basis from any payment due the Contractor.
5. This Agreement may be terminated by mutual agreement of both parties or under other termination language included in this RFP.
6. All capital equipment/software purchased by the Contractor for use in the performance of this Agreement and for which reimbursement from the Board is approved (Board approval is required prior to such purchase) shall be used solely for the performance of services under this Agreement, and no other purpose. Title to such equipment, including any manufacturer's warranties, shall pass to the Board upon payment by the Board of the Contractor's invoices for such items. Responsibility for insurance coverage on such equipment shall pass from the Contractor to the Board with the passing of title. All such equipment shall be delivered to the Board in good condition and repair, normal wear excepted, at the termination of this agreement. No equipment for which reimbursement is made shall be discarded by the Contractor. All equipment shall be kept in good repair

at all times by the Contractor. Purchase of all equipment shall be made in accordance with the Rules of the State Board of Education for the purchase of like equipment by the District. For all capital equipment transferred to the Contractor to be used to fulfill responsibilities defined by this contract, the Contractor shall become custodian of said Board property and be responsible for replacement if stolen, lost or damaged. Said items will be defined on a District inventory listing that will be updated annually. The Contractor's acceptance of custodial responsibility for items will be documented by signature on the inventory list at time of assignment of equipment to the Contractor.

7. Total Expenditure (both schools) Fiscal Year 2008: \$3,687,607.00
Total Budget Fiscal Year 2009: \$1,850,000.00 per school
8. Type of Student Placements: Students will be assigned or placed in the Polk County School Board Discipline Alternative Program as a result of:
 - a. Assignment by the Superintendent for severe and/or repeated violations of the Student Conduct and Discipline Code.
 - b. Placement by the Board as a result of expulsion for severe and/or repeated violations of the Student Conduct and Discipline Code.
 - c. Transitioning from a Juvenile Justice Program.
 - d. Entry into Polk County Public Schools from a system where the student is in an active period of expulsion or placement in an alternative school/program.

B. Responsibilities of the School District

1. The District shall identify and refer students to be enrolled in the two (2) schools.
2. The District shall provide support and technical assistance to the Contractor during the operation of this program as follows:
 - Providing verification of students to be enrolled in and withdrawn from the program
 - Information about individual students enrolled in the program as is necessary to facilitate and support a student's participation in the program
 - Use of District Media Services
 - Access to district professional development training and activities to include coordination of State required teacher development programs
 - Required district test administration
 - Provide free and reduced lunch service
 - Provide access and technical support for FTE computer input/mgmt.
3. The Board shall, subject to its prior approval, pay for all costs related to the lease or purchase of space and the ongoing utility, major maintenance, and insurance related to the occupation of said space by the Contractor.
4. The District shall provide transportation for students requiring such service.
5. The District shall, as it deems appropriate, provide technology and capital resources for the furnishing and establishment of computer assisted instruction labs for the two (2) schools.
6. The District shall provide to the Contractor the appropriate curriculum frameworks of the Department of Education for courses taught.
7. It is understood that the Contractor will submit a monthly invoice for services provided at each school for payment by the School District. The District shall pay the Contractor within thirty (30) days after receipt of a properly documented invoice according to the terms and conditions of the Agreement.

C. Responsibilities of the Contractor

1. The primary responsibility of the Contractor, under this Agreement, is to provide an Educational Alternative/Discipline Program which shall be operated in accordance with the Student Progression Plan developed and approved by the Board. (<http://www.polk-fl.net/districtinfo/departments/schoolbased/documents/SPP.pdf>) The program shall contain a minimum of 300 minutes of instruction daily and will operate according to the calendar adopted by the Board.
2. The Contractor shall accept students identified and referred to the Contractor by the District.
3. The Contractor shall provide qualified teachers holding valid teaching certificates as defined in the Florida State Board of Education Rules 6A-1.0503 and 6A-4.002. The Contractor must fully comply with the requirements of the Jessica Lunsford Act including, but not limited to, a complete criminal background check on all personnel. (See also Section 7.11.5). No employee with a criminal background nor a person who has been disciplined by the State of Florida regarding their educational certificate, shall be employed by the Contractor in the rendering of services pursuant to this Agreement. Under district Board policy the Contractor may be granted exception to this condition on an individual employee basis subject to prior written approval by the District.
4. The contractor shall provide ESE support services as required per Individual Education Plans for assigned students.
5. The Contractor shall adhere to Florida Department of Education policy regarding class size. Contractor shall be responsible for any funding lost or further restricted as a result of contractor's non-compliance with State class size reduction requirements. Any funding loss/restriction shall be deducted on a prorated basis from any payment due the Contractor.
6. The Contractor's full time staff dedicated to providing training, counseling or after-care services shall obtain appropriate teaching certification.
7. The Contractor shall provide students an educational program that meets the requirements as described in Florida Statute 1003.42 and as outlined in the Student Progression Plan. The program shall be developed and operated in a manner to qualify for FTE funding.
8. The Contractor shall be responsible for submitting and verifying all appropriate reports relative to daily student attendance including FTE and invoice reporting. The Contractor shall provide the Board with accurate accounts and records with respect to the operation of the Educational Alternative/Discipline Program. The School Board of Polk County shall have the right, without limitation, to audit all records relative to FTE reporting and invoice reporting. Any such audits shall be performed during normal work hours with reasonable advance notice. The auditors and Contractor's staff shall conduct pre and post audit meetings to address objectives and findings. The contractor shall have the right to provide input to any audit findings prior to their release and shall be provided a copy of the audit report in a timely manner.
9. The Contractor shall indemnify and hold the District harmless for any loss, damage, judgment, claims arising out of the negligent performance by the Contractor under this agreement and any cost, charges or expenses, including attorney's fees (both for pretrial, trial, post-trial, and appellate proceedings), investigative charges or other reasonable

expenses incurred by the Board with regard to the investigation or defense of any claim made against the School Board of Polk County under this Agreement. The Contractor shall provide the School Board of Polk County with evidence of insurance as outlined in Section 5 of this document.

10. All notices required to be given to the School Board of Polk County by law or this Agreement shall be given to the following:

The School Board of Polk County
c/o The Superintendent – Dr. Gail F. McKinzie, Ph.D.
1915 S. Floral Ave.
Bartow, FL 33830

And

Jerome Corbett, Contracts Manager
The School Board of Polk County
1915 S. Floral Ave.
Bartow, FL 33830

11. Student information required for the efficient and effective operation of the Centers shall be provided to the Contractor. All student information provided by the Board to the Contractor shall be maintained in a confidential manner in accordance with all applicable laws, regulations and School Board policies. The Contractor shall not release such information to any other agency, entity, person, or business without the specific prior approval of the student's parent or guardian. The Contractor will submit to the Board a Parental Waiver Form that, upon Board approval, shall be used to authorize the release of confidential student information to the Contractor.
12. The Contractor shall at all times comply with applicable local, state or federal law, rules and regulations, including standards for health and safety of the student, whichever is more stringent. Should any such law or regulation require a change in scope of the services provided, the parties shall negotiate a mutually agreeable amendment to this Agreement.
13. The Contractor shall provide health verification of all employees.
14. The Contractor shall include the appropriate curriculum frameworks of the Department of Education as provided by the Board in the instructional program.
15. The Contractor shall provide to the Board a monthly school report related to enrollment and student performance data, including but not limited to:
- a. Number of students enrolled from previous year.
 - b. Total number of new students enrolled current year.
 - c. Number of students currently enrolled.
 - d. Total number of student days.
 - e. Total number of student days actually attended.
 - f. Number of students that left the program:
 1. Completed GED / Graduated
 2. Transitioned to other schools:
 - √ Transitioned to Community College
 - √ Transitioned to ESE Center
 - √ Transitioned to PCSB School

- √ Transitioned to other school (private, charter, home school or other district)
- 3. Attrition
 - √ Detention/residential
 - √ Family/health/death
 - √ Transferred to out of county / district
 - √ Voluntary withdrawal by student/parent
- 4. Disciplined
 - √ Disciplined for non-compliance (non-attendance)
 - √ Disciplined for policy violations / formal expulsion
- g. Show percentages of the following:
 - 1. % total enrollment that has completed GED or graduated
 - 2. % total enrollment that has transitioned to other schools
 - 3. % total enrollment that has left program due to discipline
 - 4. % total enrollment that has left program due to other reasons
 - 5. % total of student days to actual student attendance days
- 16. The Contractor shall submit progress reports and report cards on the student's progress to the student, his/her parent/guardian, and to the Board. The form of the report and the specific frequency for it shall be prescribed by the Board in writing to the Contractor. A summary evaluation of the student's progress shall be submitted to the Board by the Contractor at the end of the school term date.
- 17. The Contractor shall provide a yearly School Improvement Plan.
- 18. The Contractor shall maintain such records of daily attendance, grades and discipline as are required to be maintained by teachers in the Polk County Public School system. Attendance shall be reported to the Board in the manner as is required to be reported by the various Polk County Public Schools.
- 19. At the conclusion of the term of the Agreement or at such time as this Agreement may be earlier terminated, all students records, including grade/roll books or records shall be delivered to the Board.
- 20. The Contractor shall operate its program and perform its services hereunder in accordance with all Federal and State laws.

SECTION 3: GENERAL INSTRUCTIONS TO RESPONDENTS

3.1 District Contact/Inquiries

This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Lynn Adams, CPPO, CPPB, Purchasing Services Manager
The School Board of Polk County
Post Office Box 391
Bartow, Florida 33831-0391
Fax: (863) 534-0802
Phone: (863) 534-0563
Email: Lynn.Adams@polk-fl.net

The physical address for overnight and hand delivery only is:

Lynn Adams, CPPO, CPPB, Purchasing Services Manager
The School Board of Polk County
1915 South Floral Avenue
Bartow, Florida 33830

Responses to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

3.2 Minimum Eligibility Requirements

Proposals will be considered only from firms which are regularly engaged in the business of providing the services as described herein, have a record of performance for at least five (5) years, with a minimum of three (3) years of continuous management services in a school setting, and have sufficient organization to ensure that they can satisfactorily execute the services if awarded this contract under the terms and conditions herein stated. The term "organization" as used herein shall be construed to mean a well established company in line with the best business practices in the industry and as determined in the discretion of the proper authorities of this District.

3.3 Non-Mandatory Letter of Intent to Propose

All potential contractors are asked to submit a nonbinding letter of intent to propose, which should be received by the District no later than 5:00 p.m. January 9, 2009. The letter of intent should identify the entity that may submit a proposal in response to this RFP and should be signed by an official of that entity. Letters of intent may be submitted by facsimile. However, it is the sole responsibility of the contractor at its own risk to insure that its letter of intent will be received as indicated above. The letter of intent should be addressed to Lynn Adams at the address shown in Section 3.1 of this RFP.

3.4 **Written Questions, Pre-Proposal Conference & School Site Visits**

A non-mandatory Pre-Proposal Conference will be held in the Purchasing Department Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida on Thursday, January 8, 2009 at 11 a.m. School site visits will follow the pre-bid conference starting at 1:30 p.m. Vendors will meet in Room 206, Specialized Services Office, located at Traviss Career Center, 3225 Winter Lake Road, Lakeland, FL. Site visits will begin at Bill Duncan Excel Center, 3333 Winter Lake Road, Lakeland, FL and continue to the Donald E. Woods Excel Center, 213 Lake Ave., Dundee, FL. Site visits will consist of a tour of the campuses. Photocopies of F.I.S.H. diagrams of each facility will be available at the pre-proposal conference. Vendors not attending the pre-proposal conference who wish to receive photocopies of F.I.S.H. diagrams of each facility may make a request in writing as including a fax number (contact information is outlined in Section 3.1). Any F.I.S.H. drawings provided are for use as a diagrammatic drawing and should not be scaled. The School Board of Polk County does not warrant the accuracy of any F.I.S.H. drawings provided.

Prospective proposers are encouraged to attend this conference/site visits and to bring any questions in writing. Compose questions on paper indicating the RFP page number and section to which the question refers, ask your questions at the pre-bid conference and give the facilitator a written copy of your questions. If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the RFP (see Section 3.5, below). To allow potential proposers to submit additional written questions that they may have following the site visits, the deadline for submission of written questions is January 9, 2009, 12:00 p.m. After this date and time, no additional questions will be accepted.

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Lynn Adams, via the contact information in Section 3.1 of this RFP. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the contractor at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above.

3.5 **Official Responses**

On or about January 12, 2009, the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/default.htm>

3.6 **Receipt of Proposals**

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Management Services for Alternative Education, #033-PLA-0109. Sealed proposals will be received until 3:00 p.m. (ET) on January 27, 2009 in the School Board Purchasing Office at the address shown in Section 3.1. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing

after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location prior to the deadline.

3.7 **Anticipated Schedule of Events** (Subject to change as conditions may dictate)

Activity	Date
Notice to Interested Proposers Mailed and On-Line Posting of RFP	12/11/2008
Non-Mandatory Pre-Proposal Conference 11:00 am followed by site visits starting at 1:30 p.m.	1/8/2009
Deadline for Questions	1/9/2009, 12:00 p.m. ET
Release of Official Response to Questions	1/12/2009
Deadline for Receipt of Letter of Intent to Propose	1/9/2009, 5:00 p.m. ET
Proposals Due – 3:00 P.M. Eastern Time	1/27/2009, 3:00 p.m. ET
Evaluation Process	
Evaluation Committee Meeting(s) time & loc. TBD	2/2/09-2/6/09
Finalist Oral Presentations (time & loc TBD) (If necessary)	2/9/09
Posting of Award Recommendation (on or about)	2/10/09
Award Recommendation Submitted to School Board	2/24/08, 5:00 p.m. ET

All times stated are Eastern Time.

3.8 **Conflict of Interest**

The contractor must disclose any contractual relationship that exists or has existed between the contractor, or a predecessor organization of the contractor, or a subcontractor included in the contractor's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Contractor should not merely state the conclusion that no conflict of interest exists. Contractors also must disclose any existing business or personal relationship between the contractor, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

SECTION 4: PROPOSAL PREPARATION AND SUBMISSION, EVALUATION CRITERIA, PROPOSAL EVALUATION, SELECTION AND AWARD

4.1 **Preparation and Submission**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information requested in your proposal. It is required that **10 copies (the original and nine duplicate copies)** be submitted. The Required Response Form (see page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals

shall be valid for 90 days from the day after the date that proposals are delivered to the District.

Title Page: Show the RFP title, the name of the proposer, address, telephone number and the date.

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

Request for Proposal Required Response Form: Please submit Page 1 of this RFP, with all required information completed and all signatures as specified. This is a required form.

4.2. **Evaluation Criteria**

Profile, Qualifications and References

Provide a brief history and description of your firm. The description should include the size (number of employees and/or revenues) and areas of specialization. Provide this same information for the office that will provide services to the District, along with the following:

4.2.1 **Experience and Qualifications of the Firm (Submittal 1):**

- A. State whether the firm is local, regional or national.
- B. Give the location of the office which will be handling this account.
- C. Describe the range of management services offered by the firm and the number of years in operation.
- D. Describe the experience of the firm in performing management services to schools in Florida. Relevant experience that best demonstrates the firm's ability to provide the services requested in this RFP should be detailed and highlighted (please include relevant experience in public school systems if applicable).
 - List all School(s) (alphabetically) that your firm is presently managing and provide the following information for each school:
 - Please include a summary description of the management services being provided
 - Contact information:
 - Contact person,
 - Phone number(s), and
 - Location of school.
 - Managed from (date) to (date)-include the location of the office handling this account.
 - Student population,
 - Total fiscal budget,
 - Size of administrative staff,
 - Size of instructional staff,
 - List the schools' Grade, if applicable
 - List the schools' Adequate Yearly Progress (AYP), if applicable

- List all School(s) (alphabetically) that your firm has managed in the past ten (10) years if not included above and provide the following information for each school :
 - Please include a summary description of the management services being provided
 - Contact information:
 - Contact person,
 - Phone number(s), and
 - Location of school.
 - Managed from (date) to (date) include the location of the office handling this account.
 - Student population
 - Total fiscal budget
 - Size of administrative staff,
 - Size of instructional staff,
 - List the schools' Grade, if applicable
 - List the schools' Adequate Yearly Progress (AYP), if applicable and
 - Why the firm no longer manages this school(s).
- E. Describe the experience of the firm in performing management services to schools outside the State of Florida. Relevant experience that best demonstrates the firm's ability to provide the services requested in this RFP should be detailed and highlighted (please include relevant experience in public school systems if applicable).
 - List all School(s) (alphabetically) that your firm is presently managing and provide the following information for each school:
 - Please include a summary description of the management services being provided
 - Contact information:
 - Contact person,
 - Phone number(s), and
 - Location of school.
 - Managed from (date) to (date)-include the location of the office handling this account.
 - Student population,
 - Total fiscal budget,
 - Size of administrative staff,
 - Size of instructional staff,
 - List the schools' Grade, if applicable and
 - List the schools' Adequate Yearly Progress (AYP), if applicable
 - List all School(s) (alphabetically) that your firm has managed in the past ten (10) years if not included above and provide the following information for each school:
 - Please include a summary description of the management services being provided
 - Contact information:
 - Contact person,
 - Phone number(s), and

- Location of school.
 - Student population,
 - Total fiscal budget,
 - Size of administrative staff,
 - Size of instructional staff,
 - List the schools' Grade, if applicable
 - List the schools' Adequate Year Progress (AYP), if applicable and
 - Why the firm no longer manages this school(s)
- F. Describe the procedures for hiring:
- Administrative staff, and
 - Instructional staff.
- G. Describe how the Curriculum package(s) would be selected for these schools.
- H. Briefly describe all lawsuits and/or any appeals that are pending/filed against the proposer, or with regard to any of the proposer's schools, over the last five (5) years.
- I. Briefly describe the procedures your firm utilizes for the Jessica Lunsford Act (the "JLA").
- J. Provide proof of your company's insurance as required in Section 5 of this RFP, or submit a letter of your intention to have the required insurance within ten business days of notification by the District.
- K. Financial Responsibilities: Provide appropriate documentation that evidences the financial viability of the company, including your corporate structure, to perform the services as outlined herein. The most recent three years of audited financial statements is preferred.

4.2.2 Experience and Qualifications of Staff (Submittal 2)

- A. The proposer shall identify the specific individual who will have overall responsibility for the services provided to the District and the management team members that will be responsible for providing the required services and the specific role each will have in execution of the contract. Relevant experience that best demonstrates each team member's ability to provide the services requested in this RFP should be detailed and highlighted (please include relevant experience in public school systems if applicable). Resumes and qualifications for each person to be assigned to the team will be submitted and will include, but not necessarily be limited to, the following information:
1. Experience in providing Management services in general;
 2. Experience in providing Management services to Schools;
 3. Experience in providing Management services to public school systems; and
 4. Membership in various national and state boards, committees or associations (past and present).

The specific individual identified above as having overall responsibility for the services provided to the District shall be available within 24 hours notice

to respond to telephone calls and specific inquiries during the term of the contract.

4.2.3 Scope of Work and Proposed Methodology (Submittal 3)

Clearly describe the scope of Management Services to be provided by the proposer and the methodology that the proposer will use in providing the services. This section should include, but not be limited to, the methodology the proposer will use in meeting the responsibilities outlined in Section 2 of this RFP.

In addition, respond to the following questions in the same sequence as asked below. Keep answers brief and to the point. Any attachments in response to a question must be well marked and cross-referenced to the relevant question letter.

- A. Describe your experience in correlating educational curriculum to state standards such as the Florida Department of Education Sunshine State Standards.
- B. Describe the various teaching modalities that will be used within the program.
- C. Describe how the integration of technology into the curriculum will be accomplished. Describe the technology resources that will be used in your program.
- D. Describe how an effective discipline climate will be maintained to foster learning, good student behavior and ultimate transition of the student to a traditional school environment.
- E. Describe your experience in conducting Florida Comprehensive Assessment Tests (FCAT), and how your program prepares students for taking the FCAT.
- F. Describe what intensive reading initiative will be taken to improve reading grade level scores on the FCAT.
- G. What will be the teacher to student ratio that will be maintained during the term of this contract?
- H. Describe the counseling services provided for student direction.
- I. Discuss any other ancillary services that will be provided by your company.
- J. Describe the programs to be utilized for the different categories of students. (See section 2.A.8.).

4.2.4 Cost of Services (Administrative Fee) (Submittal 4)

Utilizing the format below, provide a cost proposal for each school that addresses all proposed fees and expenses for the services to be provided for the two (2) year contract period. All fees and expenses shall remain firm for at least the first year of this contract. Any proposed increases to fees or expenses in the second year of the contract, should be clearly outlined.

Basic Daily Rate must meet minimum performance criteria.

Donald E. Woods

Number Of Students in Attendance	Cost per Day per Level	
	Year 1	Year 2
Level I Attendance 0-175 students	_____	_____
Level II Attendance 176-225 students	_____	_____
Level III Attendance 226-300 students	_____	_____

Bill Duncan

Number Of Students in Attendance	Cost per Day per Level	
	Year 1	Year 2
Level I Attendance 0-175 students	_____	_____
Level II Attendance 176-225 students	_____	_____
Level III Attendance 226-300 students	_____	_____

4.3 Proposal Evaluation, Selection and Award

RFPs will be received and publicly opened. Only names of respondents will be read at this time.

4.3.1 Evaluation Committee

Prior to the receipt of proposals an evaluation committee will be established. The evaluation committee will be comprised of the District project manager and others identified as members of the evaluation committee. Purchasing Department personnel will participate in an advisory capacity only. The committee will be responsible for proposal evaluation and will make a recommendation for the selection of the consultant to the Superintendent of Schools. The ultimate selection of the firm will be at the sole discretion of the Polk County School Board.

4.3.2 Proposal Evaluation Process

The evaluation committee will evaluate the proposals in accordance with the evaluation criteria listed in this section of the RFP. A vendor's past performance may be used in the evaluation process of this RFP. The evaluation committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on this project before recommendation of award. The interview and/or presentation will be based on the written proposal received.

The evaluation committee shall rank all proposals received which meet the submittal requirements. The evaluation committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the evaluation committee reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached.

The evaluation committee, in conjunction with the Purchasing Department, will prepare and submit an agenda item to the Superintendent of Schools, Polk County, Florida. The Superintendent will recommend to the School Board the award or rejection of any and/or all proposal(s).

Recommendation for Award will be posted for review by interested parties, at The Polk County School Board Office, 1915 South Floral Avenue, Bartow, Florida, on or about February 10, 2009 and will remain posted for a period of at least 72 hours. The School Board will award or reject any or all proposal(s).

The District reserves the right to accept or reject any or all proposals.

The District shall be the sole judge of proposers' qualifications.

The District reserves the right to waive irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

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

The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

Nothing herein will prevent the School Board of Polk County, Florida, from

making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.

The evaluation committee will rank all proposals received which meet the submittal requirements. The following evaluation instrument will be used for ranking all proposals.

PROPOSAL EVALUATION FORM

In order to receive point credit for any criterion listed below, proposals must include evidence that the specific requirement can be met. This evidence may take the form of written documentation or any other form required by the RFP. The *quality and completeness* of those submittals will be judged by the evaluation committee to determine the appropriate score to be awarded.

	ASSIGNED POINTS
Experience and Qualifications of the Firm (all parts)	0-25
Experience and Qualifications of the Staff (all parts)	0-20
Scope of Work and Proposed Methodology	0-35
Cost of Services (Administrative Fee)	0-20
TOTAL SCORE	100

The District reserves the right to award a contract to the firm(s) that presents the proposal which, in the sole judgment of the District, best accomplishes the desired results.

SECTION 5: INSURANCE REQUIREMENTS

The awarded proposer(s) shall procure and maintain at their sole expense insurance of the types and in minimum amounts stated below:

INSURANCE	LIMITS
<u>Worker's Compensation</u> Florida Statutory Coverage/ Employers' Liability	Statutory Limits/ \$500,000 each accident
<u>Commercial General Liability</u> Premises-Operations: Contractual Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate combined single limit, for bodily injury & property damage
<u>Business Automobile Liability</u> All owned autos or any auto if vehicles other than owned are used.	\$1,000,000 combined single limit
<u>Professional Liability</u>	\$5,000,000

Professional Liability: The awarded firm shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000.00 with a deductible not to exceed \$100,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded firm holds harmless the District and each officer, agent and employee of the District against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded firm or anyone employed by the awarded firm. This policy must be continued or tail coverage provided for two years after completion of this project.

The School Board of Polk County shall be named as a certificate holder and an additional insured on the certificate for all required liability insurance. All insurance must be issued by a company or companies approved by the School Board.

The vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the vendor. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the vendor shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Board. Prior to commencing any contracted services, certificates evidencing the maintenance of said insurance shall be furnished to the Board. Notwithstanding anything to the contrary

stated elsewhere herein, neither party shall be liable for consequential, incidental, indirect, punitive or special damages even if the party is advised as to the possibility of such claims.

SECTION 6: GENERAL TERMS, CONDITIONS and OTHER INFORMATION

6.1 School Board Obligations

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the consultants. The District reserves the right to reject any or all submitted proposals.

6.2 Vendor Obligations

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP and must specifically highlight in the proposal on a page entitled "Exceptions to RFP" any deviations or variations from the services requested in the RFP. If no such page is included in the proposal, the District will expect the vendor to provide the services requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of the District will be final in this regard.

Cost of preparation of a response to this request for proposal are solely those of the proposer, and the District assumes no responsibility for any such costs incurred by the proposer.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the company submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

6.3 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

6.4 **Public Records**

All responses to this RFP are subject to release as public records consistent with Chapter 119 Florida Statutes. Proposers are advised to consult with their legal counsels regarding any material in their proposals that the proposers believe should not be public record. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

6.5 **Time**

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays.

6.7 **Public Entity Crimes Statement and Convicted Vendor List**

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity 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 prospective bidder certified, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

6.8 **Discriminatory Vendor List**

Per the provisions of Florida Statute 287.134(2)(a), “An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.” The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

6.9 **Payment**

Payment under the contract will be made following receipt and approval of required services/deliverables. Invoices must be submitted in detail sufficient to enable a proper audit of charges for completed work.

6.10 **Preference for Drug-Free Workplace**

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal.

6.11 **District Responsibilities**

The timely performance of the scope of services is the responsibility of proposer. The District agrees to provide the following assistance to proposer:

- Agree to a clear definition of the scope of services and various Contractor responsibilities.
- Provide available written documentation and access to staff.
- Provide a School Board liaison to give input to the Contractor and answer questions

If there are other resources that the consultant will require of the District please list them in your proposal.

The District agrees to provide Consultant with all available data in its possession relevant to the Contractor's services. Contractor agrees to keep the District fully apprised of work in progress and shall notify the District in the event of any unanticipated problems or delays.

6.12 **Other Information**

All proposals, whether accepted or rejected, shall become the property of the District.

The District reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of the District to do so. The District reserves the right to waive minor irregularities in the proposals.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Purchasing Director may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the District to do so. The decision of the District will be final in this regard.

The Contractor shall designate a Project Manager who shall be the primary contact for the Contractor.

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. Any addendum received shall be signed and returned by the proposer (returned with their proposal). Any such addenda will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> It shall be the responsibility of the proposer to be sure they received all addenda.

6.13 **Protest Procedures**

Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedure shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 7: CONTRACT INFORMATION

7.1 **Contract Period**

The term of this Agreement will be effective on or about July 1, 2009 and shall be for a term of two school years beginning on or about July 1, 2009 through the summer session of 2011. The Board reserves the option to extend the contract period provided the vendor is in agreement. The term of any contract shall be subject to the cancellation/termination provisions contained in this RFP.

7.2 **Option to Extend Term of Contract**

The District shall have the right and option to extend the term of the Contract(s) for additional periods upon mutual agreement of both parties. All covenants and provisions of the Contract(s) shall be and remain in full force and effect during any extension period of the Contract(s). Any request for an increase in fees or expenses that would take effect during an extension of the contract term must be submitted by the Contractor prior to approval of any contract extension by the District. District extension of the contract will in part be dependent upon acceptability of cost, service, contractor stability and market conditions. Contract extension rates (for the third contract year and beyond) shall be provided to the Board at least 120 days prior to the date in which the contract renewal option will take effect.

7.3 **Contingency of the Contract Award**

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by Polk County, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing may result in no award of contract at this time.

7.4 **Agreement for Services**

The District may require an Agreement which will include provisions, among others, addressing matters such as:

- contract costs
- contract modifications
- contract termination
- disputes

The requirements appearing in this RFP will become part of the contract with the awarded vendor. The contract between the parties will consist of a written Agreement (if required by the District), the RFP, and the successful proposal, together with any modifications that are agreed to by the District and the vendor.

The District will consider Agreements proposed by offerors. Any Agreement, however, shall be in a form acceptable to the District.

If the proposer requires an additional contract, then proposer should include their sample contract as an attachment to the submitted proposal.

7.5 **Indemnification/Hold Harmless Agreement**

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Awarded proposers shall, in addition to any other obligation to indemnify the Polk County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, and losses (including economic losses), costs arising out of any actual or alleged;

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

- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be subject to 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 Polk County School Board to enforce this agreement shall be born by the contractor.

The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the District.

7.6 **Sub-Contracts**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and The School Board of Polk County

The proposer(s) will be fully responsible to The School Board of Polk County for the acts and omissions of the sub proposer(s) and their employees.

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

7.7 **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 proposer without prior written consent of The School Board of Polk County.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of The School Board of Polk County.

7.8 **Joint Proposal**

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

7.9 **Funding out/Termination**

Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards/Districts from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

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

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

The School Board of Polk County 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 proposer.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- C. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."
- D. 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".

7.10 **Work Papers**

In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s) at the end of this period. Destruction of said work papers shall be at the awarded firm(s)'s expense.

7.11 **School Security**

Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the bidder (awarded firm) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the District:

1. Unauthorized Aliens. District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's subcontractors, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no

unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

2. Possession Of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
3. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-contractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
4. Possession/Use/Under The Influence Of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the

sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement.

5. Compliance With The Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, comply with the level 2 screening requirements of the Statue. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contrast/agreement.

7.12 **Dispute Resolution**

Except with respect to injunctive relief, neither party shall institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

7.13 **Other Contracts**

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor.

7.14 **Use of Other Contracts**

The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this RFP, if it is in its best interest to do so. The School Board also reserves the right to separately bid/request proposals for any single project/item/service, or to purchase any item/service on this RFP if it is in its best interest to do so.

7.15 **Default**

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

7.16 **Legal Requirements**

It shall be the responsibility of the proposer 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 proposer(s) will in no way be a cause for relief from responsibility.

7.17 **Permits and Licenses**

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

7.18 **Intellectual Property Rights**

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the District.

7.19 **Termination of Contract for Cause**

The District shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the awarded vendor of any covenant or provision contained in this Contract, or the failure or refusal of the awarded vendor to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the District may terminate this Contract. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Polk County for immediate cancellation. Upon cancellation the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

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 which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage 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 include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

U.S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (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 participant shall attach an explanation to this proposal.

Organization Name

P/R Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your proposal packet. We suggest that you include this completed checklist along with your proposal. Items checked **Required** must be submitted at the time you submit your proposal or your proposal may either be declared non-responsive or points could be subtracted from your evaluation score. Items checked **Requested** should be submitted at the time you submit your proposal to facilitate the evaluation process, but will not be cause for declaring your proposal non-responsive.

Verified	Required	Requested	Description of Submittal	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed REQUIRED RESPONSE FORM	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Submittal 1: Experience & Qualifications of Firm	11-13
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Submittal 2: Experience & Qualifications of Staff	13-14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Submittal 3: Scope of Work and Proposed Methodology	14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Submittal 4: Cost of Services	14-15
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest (See Section 3.8)	10
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification (optional-See Section 6.10)	21
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048	30
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sample contract if proposed (See Section 7.4)	23