

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

**** REQUIRED RESPONSE FORM****

TITLE: RFP #069-PLA-0611-School-Based Mental Health Services

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 except as otherwise noted in this proposal.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____
SIGN HERE

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

PROPOSER (Legal name of firm): _____

STREET ADDRESS: _____

CITY & STATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten.
****PLEASE PROVIDE AN ORIGINAL MANUAL SIGNATURE ABOVE.****

**RFP #069-PLA-0611-School-Based Mental Health Services
TABLE OF CONTENTS**

	Page
Required Response Form	1
Table of Contents	2
Section 1 Purpose and Overview	3-4
Section 2 Scope of Services	5-6
Section 3 General Instructions to Respondents	7-9
Section 4 Preparation of Proposals and Required Content	10-12
Section 5 Evaluation of Proposals	13-14
Section 6 General Terms, Conditions and Information	15-20
Section 7 Contract Information	21-26
Attachment A Experience, Qualifications and Capacity	27
Attachment B Approach/Methodology	28
Attachment C Cost Proposal	29
Addendum Acknowledgement Form	30
Submittals Checklist	31
Appendix A Disclosure Statement	32
Appendix B Certification Regarding Debarment and Instructions	33-35
Appendix C USDA Non-Collusion Affidavit	36-37
Appendix D Drug-Free Work Place Certification Form	38

PURCHASING DEPARTMENT
Request for Proposal (RFP)
School-Based Mental Health Services
RFP NO.: 069-PLA-0611

NOTICE TO INTERESTED PROPOSERS MAILED: June 8, 2011

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: June 23, 2011, 4:00 p.m.

DEADLINE FOR RECEIPT OF PROPOSALS: July 12, 2011, 3:00 p.m.

SECTION 1: PURPOSE AND OVERVIEW

1.1 **Purpose**

This is a Request for Proposal (RFP) for School-based Mental Health Services to the School Board of Polk County, Florida (the "District" or the "Board").

The Department of Exceptional Student Education ("ESE" or "ESE Department") is seeking a provider(s) of mental health services for students with emotional behavioral disabilities and other selected exceptional students and their families throughout the District (all of Polk County). These services will be provided at various school sites primarily during school hours for the entire period school is in session (may include extended school year during the months of June and July-dates to be determined). There may be a need for services to be provided after school and/or at other sites (i.e. home visits). The scope of required services and responsibilities are more fully described in Section 2 of this RFP.

The purpose of this RFP is to offer experienced and qualified firms an opportunity to submit written proposals for the District's consideration. The ESE Department would prefer to contract with one vendor who has the capacity to serve 1100-1400 students district-wide but will consider a contract award to more than one vendor. For the purpose of this RFP, the terms "vendor", "provider", "proposer", "respondent" are synonymous and shall refer to anyone submitting a response to the Request for Proposal.

1.2 **About the District**

- a. The Polk County School's district office is located in Bartow, Florida.
- b. There are over 115 K-12 schools located throughout the district. The District currently operates 17 high schools, 4 middle-senior high schools, 19 middle schools, 76 elementary and K-8 schools and various alternative education sites.
- c. The current PreK-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. There are approximately 12,000 employees currently employed by the school district.
- d. The County measures 1,823 square miles, making it one of the larger counties in the state.
- e. Additional District information is available at www.polk-fl.net
- f. School FTE, school population, etc. is available at <http://www.polk-fl.net/schools/default.asp>

1.3 **Current Mental Health Consultation/Treatment Services**

At this time, the District has individual contracts in place for these services. The contracts are with three vendors: Peace River Center, 4 counselors, \$48.50 per hour not to exceed 190 days (total \$211,945.00); Winter Haven Center for Behavioral Health, 4 counselors, \$65.00 per hour not to exceed 190 days and \$70.00 per hour not to exceed 190 days for Pre-K (total \$296,610.00); Wisdom for Living, 8 counselors, \$57.50 per hour not to exceed 190 days and \$65.50 per hour (on site consultation for students and/or staff)(total \$514,250.00).

There are a total of 16 counselors among all the providers at up to 8 hours per day. As of 11/5/10, a total of 834 students were receiving mental health services.

During the first year of this contract, the ESE Department anticipates needing approximately 19,000 hours of provider's services for school-based mental health services. This is only an estimate. No proposer is guaranteed any amount of work. The number of hours will vary throughout the three-year contract term in order to meet the needs of the District.

1.4 **General Terms and Information**

1. The Agreement with the successful proposer or proposers will begin upon approval by the Board (on or about August 16, 2011). It is envisioned that the initial contract period will be for three (3) years, beginning August 17, 2011 with the option for additional renewal periods subject to mutual agreement by both parties.
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. This Agreement may be terminated by mutual agreement of both parties or under other termination language included in this RFP.
4. 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 –Sherrie B. Nickell, Ed.D.
1915 S. Floral Ave.
Bartow, FL 33830

And

Nancy L. Woolcock, Assistant Superintendent, Learning Support
The School Board of Polk County
1915 S. Floral Ave.
Bartow, FL 33830

5. The proposer shall at all times comply with applicable local, state or federal law, rules and regulations. 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.

END OF SECTION 1

SECTION 2: SCOPE OF SERVICES

Scope of Services: The ESE Department would prefer to contract with one vendor who has the capacity to serve 1100-1400 students district-wide but will consider a contract award to more than one vendor. The provider or providers selected as a result of this RFP will provide services including, but not limited to, the following:

A. Responsibilities of the Provider for Mental Health Consultation and Treatment Services include, but are not limited to, the following:

1. The provider will ensure school-based mental health services to include individual and group counseling to students with identified disabilities, students identified gifted, students identified as high risk (504 Plan and general education).
2. The ESE Department would prefer to contract with one vendor who has the capacity to serve 1100-1400 students district-wide but will consider a contract award to more than one vendor.
3. It is desired that the provider maintain an overall counselor/student ratio not to exceed one counselor to fifty students.
4. The provider will ensure that all counselors delivering services hold a current license for mental health counseling, social work or marriage and family therapy and will provide copies of that license for the School Board of Polk County (Board).
5. The provider should have available bilingual counselors upon request.
6. The provider will ensure the use of evidenced-based interventions for both individual and small group counseling.
7. The provider shall identify a staff member to be a primary contact for purposes of routine communication and coordination efforts between the provider and the Exceptional Student Education Department's designee.
8. The provider shall identify a supervisory staff member to provide additional technical support (consultative services) to cases that may require the involvement of the supervisor of the counselors. These services could be at a school site and or the district ESE office. The provider will ensure that this staff member holds a current license for mental health counseling, social work or marriage and family therapy and will provide copies of that license for the School Board of Polk County (Board).
9. The provider should have a minimum of five years experience providing school-based mental health services.
10. The provider will furnish a minimum of three (3) references that demonstrate experience with youth (ages 3-22) and families.
11. The awarded provider(s) shall supply a Certificate of Insurance, with coverage as outlined in Section 6.11 of this RFP.

B. Responsibilities of the Counselor for Mental Health Consultation and Treatment Services include, but are not limited to, the following:

1. The counselor will provide individual and/or group therapy to students and parent/family.
2. The counselor will provide individual and small group counseling services on the student's school site during school hours when school is in session.
3. The counselor will provide staff education/consultation.
4. The counselor may provide parent/family counseling/education at the student's home.
5. The counselor will provide case management during contracted time when school is in session. Case Management for each student will include:
 - a. Consultation with school-based personnel and/or administration, outside providers and/or agencies regarding student-specific behaviors, mental status and behavioral plans.
 - b. Telephone contacts and/or home visits with parents/guardian and/or conferences at the student's school, if appropriate, at a minimum of once per grading period or more often as clinically indicated. Contacts may occur after school hours.
 - c. Quarterly Reports completed electronically for each student on counselor's contact list, with a copy forwarded to the student's school and the Exceptional Student Education (ESE) Department. Attendance at Problem Solving Team meetings or Individual Education Plan (IEP) meetings upon request.
 - d. Completion of documentation/paperwork as required by the School Board of Polk County.
6. The counselor will maintain a service log for each school site indicating students being served. Service logs which include dates and names of students served, and the type of service (individual, group, parent education/consultation, staff education/consultation) must be submitted monthly with request for payment.
7. The counselor will make available the progress notes and case management notes for students receiving services when requested by the Board and/or Exceptional Student Education Director or Exceptional Student Education Director's designee.
8. The counselors will be required to comply with the requirements of the Jessica Lunsford Act. See Section 6.13.

END OF SECTION 2

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, FCCN
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, FCCN
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 **Pre-Proposal Conference & Written Questions**

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 June 21, 2011 @ 10:30 a.m. Prospective proposers are encouraged to attend this conference. Any questions to be asked are to be in writing. Compose questions on paper indicating the RFP page number and section to which the question refers, give the facilitator a written copy of your questions and ask your questions at the pre-proposal conference. 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 3.3). The deadline for submission of written questions is June 23, 2011 at 4:00 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 proposer at their own risk to ensure that written questions, however submitted, will be received by the deadline indicated above.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0563) at least five (5) days prior to the date.

3.3 **Official Responses**

On or about June 28, 2011, 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>

3.4 **Receipt of Proposals**

Provide one (1) original proposal with manual signature and four (4) duplicate copies of the proposal (for a total of 5).

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for School-based Mental Health Services, RFP #069-PLA-0611. The deadline for receipt of sealed proposals is 3:00 p.m. (ET) on July 12, 2011 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 proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline. Proposals will be received and publicly opened. Only names of respondents will be read at this time.

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Bartow, Florida (863-534-0045) at least five (5) days prior to the date of the opening.

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

Activity	Date
Non-mandatory pre-proposal conference – 10:30 a.m.	June 21, 2011
Deadline for receipt of questions in Purchasing Office – 4:00 pm (ET)	June 23, 2011
Release of responses to questions	June 28, 2011
Deadline for receipt of sealed proposals in the Purchasing Office - 3:00 p.m. (ET)	July 12, 2011
*Evaluation Committee meeting to review responses. Purchasing Conference Room, District Office	July 19, 2011
*Finalist presentations, if necessary. Purchasing Conference Room, District Office	July 27, 2011
Posting of Award Recommendation (on or about)	July 28, 2011
Approval of recommendation by the Board	August 16, 2011
Contract Start	August 17, 2011

*Evaluation Committee meetings and oral presentations will be posted as a public notice at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/evaluationsandnotices.htm>

3.6 **Restrictions On Contacting The District**

Upon the issuance of this RFP, all contact with the District **must** be made through the designated contact person listed in Section 3.1. The Proposer **must** limit communication with the designated contact to the means specified in this document. Other District employees, representatives of the District and members of the Evaluation Committee are instructed not to answer questions regarding the RFP or otherwise discuss the contents of the RFP with the proposers or their representatives. Any contacts made with other District employees, representatives of the District or members of the Evaluation Committee will be reported to the Purchasing Department. Proposers shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

3.7 **Addendum**

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. 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 such addenda will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>. It shall be the responsibility of the proposer to be sure they receive all addenda.

No addendum will be issued later than seven calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

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

END OF SECTION 3

SECTION 4: PREPARATION OF PROPOSALS AND REQUIRED CONTENT

4.1 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.

4.2 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. It is required that five (5) paper copies (the original and four (4) duplicate copies) be submitted. The Required Response Form (see page 1) should be manually 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 deadline for receipt of proposals.

The proposal shall include the following information and consist of the following sections (in order) labeled:

Tab 1 – Compliance Requirements

- A. Required Response Form refers to page 1. Complete the form as provided, sign and include with your submittal. Any modifications or alterations to this form shall not be accepted. The enclosed original Required Response Form is the only acceptable form. An original manual signature should be provided in the space indicated on this form.
- B. Per Section 6.5 of the RFP: All responses to this RFP are subject to release as public records consistent with Chapter 119 Florida Statutes. Florida law exempts trade secret information from production in response to a request for copies of government documents. If you believe any portion of your proposal response contains information that is not subject to release under Florida law, you should specifically identify the information you believe is exempt from release and the specific statutory authority that covers the asserted exemption under this Tab 1.
- C. Appendix A-Disclosure Statement: Respondent must complete and submit the Disclosure Statement (See APPENDIX A) included in this package. Completed form should be submitted with your proposal and must be on file prior to award.
- D. Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions. Respondent must complete and submit the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” (See APPENDIX B) included in this package. Completed form should be submitted with your proposal and must be on file prior to award.
- E. Appendix C-USDA Non-Collusion Affidavit: Respondent must complete and submit the USDA Non-Collusion Affidavit (see APPENDIX C) included in this package. Completed form should be submitted with your proposal and must be on file prior to award.
- F. Appendix D: Drug-Free Workplace Certification (Optional): If applicable, sign the Drug-Free Work Place Certification form (See APPENDIX D). 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.

- G. Addendum Acknowledgement Form: Respondent should complete, sign/date and submit the Addendum Acknowledgement Form acknowledging receipt of addenda (when applicable). Completed form should be submitted with your proposal and must be on file prior to award.
- H. Submittals Checklist: Respondent should complete the Submittals Checklist and submit the completed checklist.

Include printed copies of all information listed in Sections A-H above under Tab 1 in your proposal.

Tab 2 – Experience, Qualifications and Capacity

All proposers must complete Attachment A-Experience, Qualifications and Capacity. Address each section in Attachment A individually and incorporate any submittals requested.

Include printed copies under Tab 2 in your proposal.

Tab 3 – Approach/Methodology

All proposers must complete Attachment B-Approach and Methodology. Address each section in Attachment B individually.

Include a printed copy under Tab 3 in your proposal.

Tab 4 - Cost Proposal

All proposers must complete Attachment C-Cost Proposal. State the hourly rate for licensed counselor/consultative services.

The majority of hours will be for licensed counselors. Currently, the average total number of hours/month for licensed counselors is 1900 hours/month from August-June. At this time there are 16 counselors among all the providers. In the event of an extended school year, there may be an additional 20-25 hours for one month June-July.

Additional technical support (consultative services) may be required. Needs vary but have averaged about 20 hours/month with some months having more than others.

During the first year of this contract, we anticipate needing approximately 19,000 hours of provider's services for school-based mental health services. This is only an estimate. No proposer is guaranteed any amount of work. The number of hours will vary throughout the three year contract term in order to meet the needs of the District.

Hourly rates must be all inclusive; there shall be no charge for mileage, travel time or lunch time.

Include a printed copy under Tab 4 in your proposal.

Section 4 continued on next page

Tab 5 – Additional Information

Since data not specifically required must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section entitled “Additional Information” including but not limited to information contained in Section 6.3 “Exceptions to RFP” if applicable. If there is no additional information to present, state in this section “There is no additional information that we wish to present.”

Include printed copies of all information under Tab 5 in your proposal.

END OF SECTION 4

SECTION 5: EVALUATION OF PROPOSALS

5.1 Evaluation Process:

Written Proposals: Written proposals will be evaluated by an Evaluation Committee comprised of representatives from the District. Purchasing Department personnel will participate in an advisory capacity only.

The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the Evaluation Criteria listed in Section 5.2. There is a total of 100 points possible in this section.

Proposers are cautioned to provide their best offer initially and should not withhold any information from the written response in anticipation of presenting the information orally, since oral presentations (presentations/interviews) may not be solicited from all proposers.

Oral Presentation/Interview: The Evaluation Committee reserves the right to interview any, all or none of the proposers and to require a formal presentation/interview with the key people who will administer and be assigned to work on the contract before recommendation of award.

If the Evaluation Committee decides to interview any or all proposers, then the criteria listed in Section 5.3 will be utilized. The Evaluation Criteria will be added together, i.e. the scores from the Section 5.2 criteria will be added to the scores from the Section 5.3 criteria (if the Evaluation Committee decides to interview). If the second set of criteria is utilized, there is a potential final scoring of those interviewed of up to 150 points (100 points (Section 5.2) plus 50 points (Section 5.3)).

The Evaluation Committee reserves the right to:

- Short list proposals for further consideration/interviews;
- Request presentations/interviews from short listed proposers or from all proposers; and/or
- Ask questions for the purpose of clarification during the oral presentation/interview.

Proposers providing additional information requested by the District shall not submit in their response any information that will alter or change the terms and conditions of their original proposal.

In the event of a single award, the District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer at the conclusion of the evaluation process. If the District cannot reach a mutually beneficial agreement with the first selected proposer, the District reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.

In the event of an award to more than one vendor, the District reserves the right to negotiate further terms and conditions, including price with each awarded vendor at the conclusion of the evaluation process.

Decisions on finalists and specific interview times (if necessary) will be released on or about July 20, 2011. Those who have been assigned to the District's account shall be present at the presentations/interviews (the primary contact person for this contract or their designee). Those who participate in the presentations/interviews shall be knowledgeable in all aspects of the proposal and able to answer any and all questions.

All respondents should be prepared to participate in finalist presentations/interviews on July 27, 2011 as scheduled by the District.

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). The recommendation for award of the RFP will be posted for review by interested parties on or about July 28, 2011 at The School Board of Polk County Administrative Offices, 1915 S. Floral Ave., Bartow, FL and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> and will remain posted for a period of at least 72 hours.

The School Board will award or reject any or all proposal(s).

5.2 Written Proposal Evaluation Criteria:

The Evaluation Committee shall score and rank responsive proposals. The information for the evaluation criteria will include, but not necessarily be limited to the responses from Section 4.2 of the RFP. The evaluation factors will include, but not necessarily be limited to the criteria listed in the table below:

Evaluation Criteria-Written Proposal	Point Value
Experience, Qualifications and Capacity of the Firm	40
Approach/Methodology	40
Cost Proposal*	20
Total Points Available	100

*The cost proposal points will be calculated as follows: The proposer with the lowest proposed hourly rate will receive the maximum points. All other proposers will receive a proportionately lower total score. The following formula will be used to determine each proposer's hourly rate score:

$$\frac{\text{Lowest Cost Proposal}}{\text{Cost of Proposal being evaluated}} \times \text{point value (20 points)} = \text{Score}$$

5.3 Presentation/Interview Evaluation Criteria:

If the Evaluation Committee decides to interview any or all proposers, then the Evaluation Committee shall score and rank based on the evaluation factors, which will include, but not necessarily be limited to the criteria listed below under Evaluation Criteria.

The proposers who are selected for an oral presentation/interview will receive an agenda to be used in preparation for their oral presentation/interview. The Evaluation Committee members may ask questions for the purpose of clarification during the oral presentation/interview. The oral presentation/interview, based on the agenda and the responses to the Evaluation Committee's questions, will be used in the scoring.

Evaluation Criteria-Presentation/Interview	Point Value
Oral Presentation/Interview	25
Overall ability to meet the needs of the District	25
Total Points Available	50

There is the potential final scoring of those interviewed of up to 150 points (100 points from Section 5.2 plus 50 points from Section 5.3).

END OF SECTION 5

SECTION 6: GENERAL TERMS, CONDITIONS AND INFORMATION

6.1 Posting of RFP Award Recommendation

RFP recommended awards will be posted for review by interested parties, at the School Board Administrative offices at 1915 South Floral Avenue, Bartow, Florida and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about July 28, 2011 and will remain posted for a period of at least 72 hours.

6.2 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 respondents. The District reserves the right to reject any or all submitted proposals.

6.3 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 commodity/service requested in the RFP. A printed copy of this page should be included under Tab 5-Additional Information of your proposal submission. If no such page is included under Tab 5 in the proposal, the District will expect the proposer to provide the commodity/service 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.

Costs 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.

6.4 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel, representatives of the District, Board Members or Evaluation Committee members related to or involved with this RFP. All inquiries must be directed through the Purchasing Department as outlined in Section 3.

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, district personnel, representatives of the District or Evaluation Committee members 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.

6.5 Public Records

All responses to this RFP are subject to release as public records consistent with Chapter 119 Florida Statutes. Florida law exempts trade secret information from production in response to a request for copies of government documents. If you believe any portion of your proposal response contains information that is not subject to release under Florida law, you should specifically identify the information you believe is exempt from release and the specific statutory authority that covers the asserted exemption.

Please note that details of proposals, including alleged trade secrets, with the exception of a company's financial statements, may be disclosed at a public meeting.

Please be aware that the designation of an item as a trade secret by you and the refusal to disclose any materials submitted to the District may be challenged in court by any person. By your designation of material in your proposal as "trade secret" you agree to hold harmless the District for any award to a plaintiff for damages, costs or attorney's fees and for costs and attorney's fees incurred by the District by reason of any legal action challenging your claim and the District's refusal to disclose.

6.6 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. The District will be operating summer hours from June 13-August 5, 2011, Monday-Thursday from 7:00 a.m. – 5:30 p.m. Offices will be closed on Fridays from June 17th -August 5th except for the week of July 4, 2011. Offices will be closed on July 4th and open from 8:00 a.m. – 5:00 p.m. July 5-8, 2011 only.

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 certifies, 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 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. (See Appendix D)

6.10 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.

6.11 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>Automobile</u> To include hired and Non-owned vehicles	\$2,000,000 each accident
<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	\$2,000,000 each occurrence \$2,000,000 annual aggregate combined single limit, for bodily injury & property damage
Professional Liability (Errors and Omissions)	\$5,000,000 per claim \$10,000,000 annual aggregate

The Board shall be named as a certificate holder and an additional insured under all of the above Commercial General Liability coverage and as an additional insured for automobile liability insurance. Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Board and will contain a waiver of subrogation in favor of the Board. All insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the Board. Prior to commencing any contracted services, certificates evidencing the maintenance of said insurance shall be furnished to the Board.

6.12 Patents And Royalties

The Respondent, without exception shall indemnify and save harmless the School Board of Polk 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 Polk 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, The District shall maintain all rights to the written documentation, electronic media and other materials provided by the Contractor in response to this proposal.

6.13 Compliance With The Jessica Lunsford Act.

Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

6.14 Non-Warranty Of Specifications:

Due care and diligence have been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk, and verification of all information herein, shall rest solely with the proposer. Neither the District nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures.

6.15 Federal and State Tax:

The District is exempt from federal and state taxes for tangible personal property. Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

6.16 Indulgence:

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

6.17 Proposers Mailing Address:

It is the responsibility of every proposer to register and maintain their current mailing address with the Polk County School Board Purchasing Department.

6.18 Federal Regulations:

Because Federal funds may be used to make purchases from this contract, the following Federal Regulations shall apply:

1. **Records Retention** (34 CFR 80.36(i)(11)):

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

2. **Clean Air Act** (34 CFR 80.36(i)(12)):

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

3. **Energy Efficiency** (34 CFR 80.36(l)(13)):

All vendors, contractors and subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation

plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6.19 Certification of Independent Price Determination:

(a) The offeror certifies, by signature and submission of their proposal, that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other offeror or competitor relating to:
 - i. Those prices;
 - ii. The intention to submit an offer; or
 - iii. The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offer or competitor before contract award unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offer or to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this proposal and that the signatory has not participated in and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) of this provision; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) of this provision:
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate in any action contrary to paragraphs (a) (1) through (a) (3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a) (1) through (a) (3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offer or must furnish with their offer a signed statement setting forth in detail the circumstances of the disclosure.

6.20 Other Information:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(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 with the instructions provided herein will 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.

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 irregularities in the proposals.

Should proposals require additional information for the purpose of clarification, firms should be prepared to submit such additional 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 an Implementation Manager who shall be the primary contact for the Contractor.

END OF SECTION 6

SECTION 7: CONTRACT INFORMATION

7.1 Contract Period

The Agreement with the successful proposer will begin upon approval by the Board (on or about August 16, 2011). It is envisioned that the initial contract period will be for three (3) years, beginning August 17, 2011 with the option for additional renewal periods subject to mutual agreement by both parties

7.2 Contract Renewal

The Board at its sole discretion may exercise options to extend the contract for additional periods. The extension will be contingent upon the mutual written consent of both parties. District renewal will be in part dependent upon acceptability of cost, coverage, service, provider stability and market conditions.

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 (including addenda), and the successful proposal, together with any modifications that are agreed to by the District and the vendor. This will constitute the complete agreement between the proposer and the School Board of Polk County.

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

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

The School Board of Polk County, Florida – School-Based Mental Health Services

RFP #069-PLA-0611

Page 21 of 38

- 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 or 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.

Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

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 written approval by the District.

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, complete the **REQUIRED RESPONSE FORM** shown herein, and 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, reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall 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 all proposals 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 School Security

Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement may be 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. See Section 6.13

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 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.

7.16 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.

7.17 Termination of Contract for Convenience

The District and the awarded vendor shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective, and such right to terminate this Contract without cause is hereby reserved by and unto the District and the awarded vendor. In the event the District shall elect to terminate this Contract without cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the date (not earlier than 60 days after the date of delivery of said written notice by the District to the awarded vendor) on which this Contract shall terminate. Upon receipt of such written notice the awarded vendor agrees (1) to vacate the facility on the contract termination date specified in said written notice, and (2) to remove the vendor's employees and property from the facility on the contract termination date specified in said written notice. The awarded vendor agrees to abide by and carry out all covenants and provisions of this Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. 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 of termination of this Contract as specified in said written notice.

7.18 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 provisions 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.

7.19 Force Majure:

Performance of obligations under this RFP and any subsequent contract shall be pursued by each party with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder

shall be extended for a period of time reasonably necessary to overcome the effect of such delay(s). In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay.

END OF SECTION 7

ATTACHMENT A
Experience, Qualifications and Capacity

Please provide written responses to the following questions. Place a printed copy of your responses along with any submittals requested under Tab 2 of your proposal.

1. Briefly describe your organization and its history including the number of years providing the services described in this RFP, number of current employees, experience in providing mental health services to youth (ages 3-22), personnel and qualifications.
2. The ESE Department would prefer to contract with one vendor who has the capacity to serve 1100-1400 students district-wide. Discuss your company's capacity to serve up to 1100-1400 students district-wide. If your company does not have the capacity to serve up to 1100-1400 students district-wide, discuss the number of students your company can serve district-wide. Note any geographic areas you are not able to serve.
3. Will your company ensure that all counselors delivering any services under this RFP hold a current license for mental health counseling, social work, or marriage and family therapy? What is your procedure for ensuring that all counselors delivering any services under this RFP hold current licensure as described in this section. Provide names, resumes and copies of licenses of the individuals that will be assigned to this contract.
4. Provide the name, position, contact information and resume of the individual assigned as the primary contact for purposes of routine communication and coordination efforts between the provider and the Exceptional Student Education Department's designee. Expand on their experience in this area.
5. Provide the name, position, contact information and resume of the supervisory individual assigned to provide consultative services (See Section 2A.8.). Expand on their experience in this area.
6. Briefly describe the three most similar contracts your company is currently in or has completed within the past five (5) years that demonstrate your company's experience in providing school-based mental health services and experience with youth (ages 3 to 22) and families. It is preferred that at least one of these contracts be a Florida PreK-12 educational setting. Submit the following information for each of these contracts:
 - Client Name
 - Contact Name and Title
 - Address
 - Phone and Fax
 - Email Address
 - Length of Client Relationship
 - Current Client? If no, when was the contract terminated and why.
 - Mental Health Services Provided
 - Number of Employees
7. If your company is awarded this contract, do you agree to provide a Certificate of Insurance with coverage as outlined in Section 6.11 and maintain coverage for the life of the contract as outlined in Section 6.11? A current COI evidencing coverage as outlined must be on file prior to services being rendered.
8. It is desired that the provider maintain an overall counselor/student ratio not to exceed one counselor to fifty students. How will your company ensure that this counselor/student ratio will be maintained?
9. Does your company have bilingual counselors available upon request? If not, explain how your company would address this need if it should arise.

ATTACHMENT B
Approach/Methology

Please provide written responses to the following questions. Place a printed copy of your responses under Tab 3 of your proposal.

1. Describe how your company will provide school-based mental health services, including individual and group counseling, to students with identified disabilities, students identified as gifted, students identified as high risk (504 plan and general education).
2. Describe how your company will ensure that the counselors delivering services can meet/are meeting the responsibilities as outlined as described in the Scope of Services Section 2.B.
3. Describe how your company will ensure the use of evidence-based interventions for both individual and small group counseling. Include the types of interventions your company would utilize.
4. Describe how your company will provide family counseling to students and their families.
5. Describe how your company will provide school-based mental health services to students who are bilingual.

**ATTACHMENT C
Cost Proposal**

Complete attachment C. Hourly rates must be all inclusive; there shall be no charge for mileage, travel time or lunch time. Include a printed copy under Tab 4 of your proposal.

The majority of hours will be for licensed counselors. Currently, the average total number of hours/year for all counselors is 19,000 hours/year. There are 16 counselors among all the current providers.

Additional technical support (consultative services) needs vary but have averaged about 200 hours/year. The hourly rate proposed below shall include the hourly rate for licensed counselors and for consultative services (See Scope of Services, Section 2A.8.).

Fee for licensed counselor/consultative services _____/hr.

ADDENDUM ACKNOWLEDGMENT FORM

Please complete and return this form with your proposal as applicable.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

ADDENDUM NO. _____ *DATED* _____ *ADDENDUM NO.* _____ *DATED* _____

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

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. 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 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"/>	All required Information outlined in Section 4	10-12
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment A-Experience, Qualifications and Capacity	27
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment B-Approach/Methodology	28
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attachment C-Cost Proposal	29
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addendum Acknowledgement Form	30
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disclosure Statement - Appendix A	32
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048 Appendix B	33-35
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	USDA Non-Collusion Affidavit-Appendix C	36-37
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional) Appendix D	38

DISCLOSURE STATEMENT

APPENDIX A

In the space provided below, please disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2005 through the present between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District.

Also, in the space provided please disclose any existing business or personal relationship between the proposer, 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.

If no relationships as described above exist or have existed please indicate this by placing a check mark in the box provided below.

Not every prior or existing relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. 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.

Disclosure Statement: _____

No relationships exist/have existed

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

APPENDIX B

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as **Part IV of the January 30, 1989, Federal Register (pages 4722-4733)**.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

Form AD-1048 (1/92)

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 changed 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 Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement 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.

Form AD-1048 (1/92)

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe governmentwide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

INSTRUCTIONS AND INFORMATION CONCERNING THIS AFFIDAVIT

This NON-COLLUSION AFFIDAVIT was published in the Partnership in Purchasing Issue No. 37, dated Winter 1994-95 by the South Eastern Regional Office (SERO) of the USDA. National School Lunch and Breakfast Sponsors are encouraged to use this form on Bids and contracts for \$25,000 or more per year. Each State Agency, School Board or School Food Authority (SFA) may elect to require the use of this certification as part of a responsive bid or contract at their discretion.

This document is designed to protect State and local agencies from becoming targets of antitrust violations such as bid rigging schemes, price fixing agreements and market or customer allocations.

If a bidder signing the affidavit is ever found guilty of unlawful procurement or antitrust activities, these documents can and will be made available to Federal or State Agency officials in taking appropriate criminal and/or civil actions against said bidders.



1. This non-collusion affidavit is material to any contract awarded pursuant to this bid.
2. This non-collusion affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file this affidavit in compliance with these instructions, when required, may result in disqualification of the bid.

APPENDIX C

USDA NON-COLLUSION AFFIDAVIT

State of _____ / _____ : Contract or Bid No. _____
(County)

I state that I am _____ of _____
(Person's Title) (Name of this firm)

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid. I state that:

(1) the price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, it's affiliates, subsidiaries,
(Name of My Firm)

officers, directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law I any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges
(Name of my Firm)

that the above representations are material and important, and will be relied upon by

_____ in awarding the contract(s) for
(Name of Public Entity)

which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from _____

(Name of Public Entity)
of the true facts relating to submission of bids for this contract(s).

(Name of Company Official) / (Position) / (Date)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ____ DAY

(NOTARY PUBLIC)

OF _____, 20____

My Commission Expires: _____

DRUG FREE WORKPLACE CERTIFICATION FORM

APPENDIX D

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids 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 bid 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 bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(vendor's signature)