

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

TITLE: RFP #057-PLA-0410-GPS Vehicle Tracking-Student Ridership Tracking System

Anti-Collusion Statement/Public Domain

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

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

Proposal Certification

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

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

**SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

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

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THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

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

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

PURCHASING DEPARTMENT

**REQUEST FOR PROPOSAL (RFP)
GPS VEHICLE TRACKING-STUDENT RIDERSHIP TRACKING SYSTEM**

RFP NO: 057-PLA-0410

NOTICE TO INTERESTED PROPOSERS MAILED: March 19, 2010

MANDATORY PRE-PROPOSAL CONFERENCE: April 7, 2010, 10:00 a.m.

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: April 8, 2010, 12:00 p.m.

DEADLINE FOR RECEIPT OF PROPOSALS: April 27, 2010, 3:00 p.m.

SECTION 1: PURPOSE AND OVERVIEW

1.1 Purpose

The School Board of Polk County, Florida (the “District” or the “Board”) is seeking proposals from experienced and qualified firms (“proposers” or “respondents”) to provide a GPS Vehicle Tracking System with integrated Student Ridership Tracking System. The District intends to make an initial purchase of an estimated 50 units for school buses. The proposed system should be inclusive of all necessary communication/transmission and reception equipment, including any third party license fees and radio tower rental fees, if applicable; equipment, software, installation, training and support. Over the term of the contract it is anticipated, but not guaranteed, that additional purchases for the District’s fleet of school buses (650+ in total) may be made as funding allows.

If funding is available, the District envisions expanding vehicle tracking capabilities to its support fleet (350+) in the future. The District reserves the right to negotiate pricing for the hardware/software requirements for its support fleet should there be adequate funding available to make additional purchases during the term of the contract.

The purpose of this RFP is to offer qualified firms an opportunity to submit written proposals for the District’s consideration. The scope of required services and responsibilities are more fully described in Section 2 of this RFP.

1.2 About the District

The School Board of Polk County Support Services Division provides transportation services throughout the boundaries of Polk County, Florida for all PreK-12 home-school-home transportation programs. The district also provides transportation for various federally funded after school programs. Additionally, we provide over 6000 extra-curricular field trips annually.

- a. 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.
- b. The current K-12 student population is approximately 92,000 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.
- c. The County measures 1,823 square miles, making it one of the larger counties in the state.
- d. The school district is approximately 2000 square miles, making it one of the larger counties in the state.
- e. Approximately 50,000 students are transported to and from school each day, on 525 routes covering over 44,000 miles/day.
- f. The district employs 524 bus drivers.
- g. Each bus averages 3.2 runs per route
- h. Additional District information is available at www.polk-fl.net
- i. School FTE, school population, etc. is available at <http://www.polk-fl.net/districtinfo/departments/supportservices/default.htm>

1.5 **General Terms and Information**

1. The term of this Agreement will begin upon approval by the Board on or about May 25, 2010. It is envisioned that the initial contract period will be for three (3) years, beginning July 1, 2010 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 –Gail F. McKinzie, Ph.D.
 1915 S. Floral Ave.
 Bartow, FL 33830

And

Rob Davis, Director of Operations
 The School Board of Polk County
 1915 S. Floral Ave.
 Bartow, FL 33830

6. 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

2.1 General Information

The System will need to be scalable in terms of being able to expand as the District's needs dictate. The system must be able to identify/track school bus vehicles and student ridership in real time. This system must also be able to integrate with the District's current automated routing system application, Versatrans RP and the District's current GPS tracking application, Versatrans Onscreen. All equipment, related software and methods of communication must be able to integrate with the Versatrans software applications and other software applications currently in use by the District (see 32.4 below).

Vehicle Tracking: The District seeks the ability to track our school bus vehicles allowing us to compare planned routing vs. actual routes driven to see how efficiently our buses are being utilized. It will also allow us to identify many safety and maintenance measures including but not limited to the deployment of stop arms and lights while making a pupil stop, the speed in which a bus is traveling, the location of a bus in distress, engine temperature, etc.

The District envisions expanding vehicle tracking capabilities to its support fleet (350+) in the future. The District reserves the right to negotiate pricing for the hardware/software requirements for its support fleet should there be adequate funding available to make additional purchases during the term of the contract.

Student Ridership Tracking: The District also seeks the ability to track, in real time, when students enter and exit the school bus. The District seeks a system which will allow users from remote locations to access information, in real time, when and where a student boarded and disembarked any school bus in our fleet. This will allow the district to ensure students are utilizing the stops assigned to them and provide instant information to the parents of the time and place their child entered and exited our school bus.

Employee Time and Attendance Tracking: The District would also like to track the attendance and time of employees transporting the students to and from school. Currently district employees are paid based on the time the first student is picked up and the last student is dropped off in the morning and afternoon. This time is generated in VersaTrans RP and then the employee actually runs the route and indicates the actual time it takes. This information is placed on a payroll form and is manually entered into our payroll system. The ability to track this information would allow our manual system to be automated. The system provided by the awarded vendor must be able to be integrated into the District's payroll system in SAP (the District's ERP software system).

2.2 Scope of Services

Prospective proposers must be capable of providing all the required functions listed below in their current products rather than developing products or features during the implementation of this project. The system must be capable of supporting the functions listed below.

ALL EQUIPMENT:

1. Shall be tamper proof.
2. Must be able to endure extreme conditions such as high temperatures, dusty environments, and rigorous vibrations.
3. Shall have a color LCD display.
4. Shall have audio capabilities.
5. Shall have a keyboard with alphanumeric characters.

GPS BUS TRACKING SYSTEM vehicle units:

6. Should have the capability to capture and store a minimum of (10) inputs identified by the District (i.e. stop arm deployment, bus speed, emergency panic button, etc).
7. Be capable of indicating student stops.
8. Record time and attendance information for employees.
9. Positional accuracy should be rated five (5) meter board or less and provide ten (10) meter accuracy 90% of the time.
10. Have an emergency alert function that will send an alert from the bus to the dispatch center, instantly recording time, date, and exact location of the bus.
11. Have near bus identification, automated call-ahead notification, arrival time buffer notification, and travel history recording.
12. Must be able to give turn by turn direction for route guidance.
13. Must be able to download existing routes and upload actual routes utilizing the District's current automated routing system application, VersaTrans RP.
14. All data to be transferred using secure data path 128bit encryption or stronger.

STUDENT RIDERSHIP TRACKING SYSTEM

The District will integrate the GPS School Bus Tracking System with a Student Identification System to record students boarding and alighting buses. The proposer must be able to provide a developed student identification system which is seamlessly integrated into the GPS school bus tracking system.

15. The equipment must be capable of downloading and updating bus ridership information with minimal user intervention utilizing the District's current automated routing system application, Versatrans RP and the District's current GPS tracking application, Versatrans Onscreen.
16. The equipment must transmit the actual list of students on any specified bus to the dispatch server in real time.
17. The system must allow the driver to either accept or reject a student not on the passenger list for her/his bus.
18. The system must be capable of accurately identifying students. The identification process should be less than 800 milliseconds allowing students to enter and exit the bus with minimal delay for identification.
19. Biometrics is the preferred means of identification; however, in some scenarios an RFID proximity card device or barcode device may be more favorable. The equipment must be capable of handling a combination of identification technologies.
20. Biometric units shall only record fingerprint minutiae (mathematical representation of points on a finger) not an actual finger template image.

21. Biometric equipment must allow many matching templates to one student and have a capacity to store a minimum of 4000 finger templates.
22. Finger template data protection must be used.
23. The student identification equipment must not impede students getting on and off the bus.
24. The RFID proximity equipment shall be capable of reads from as far as 10 centimeters.
25. The equipment must be able to be updated with student information with a secure encrypted channel.
26. The equipment must be able to record students entering from both the front and/or the back of buses to accommodate physically challenged students.
27. If applicable, equipment located at the schools to collect fingerprint minutiae or other means of information.

COMMUNICATION

Proposers should provide detailed communication requirements for transmission and reception of information from the vehicle units (GPS bus tracking and student tracking). If a third party company is used the proposer should indicate the company information. The district must be able to suspend communication during the summer months and when certain buses are not being utilized for a period of time.

28. The system proposed must contain a communication device system that works all over Polk County and preferably throughout the state.
29. Communication system shall allow for future upgrades that will allow broadband transmission of video.
30. The vehicle tracking and student ridership tracking equipment must be capable of communicating, in real time, the bus rider information collected on the bus to multiple users.
31. Communication system shall provide for location, census, and potential camera data to be sent in real time without data collisions or congestion of data path, rendering system non-functional.

ADDITIONAL REQUIREMENTS-proposers shall provide the following in their proposals:

32. Software that will:
 1. Run ridership reports and statistics.
 2. Provide a report wizard which will allow the end user to develop custom reports.
 3. Create Florida Educational Funding Program (FEFP) ridership reports during the count period and update information in all programs to allow for electronic reporting to the state.
 4. Interact seamlessly with VersaTrans RP, VersaTrans OnScreen, SAP, and Genesis. VersaTrans RP and Onscreen utilize SQL Server; the vehicle tracking will need to operate on Windows XP Pro SP3 with Internet Explorer 7 or higher; servers operate Windows Server 2003, 2008.
33. Provide training for up to 25 participants:
 1. Bus Drivers and Attendants
 2. End users, MIS Specialist and Management

The respondent must describe the content of their training and specify the number of days of training included in their proposal. The training must occur at the District.

34. Provide a detailed implementation schedule including timelines, task list, due dates, assigned responsibilities, resource requirements (District and proposer), information requirements, etc.

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

The physical address for overnight and hand delivery only is:

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

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

3.2 Mandatory Pre-Proposal Conference & Written Questions

A **mandatory** Pre-Proposal Conference for vendors submitting proposals will be held in the Purchasing Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida on April 7, 2010 @ 10:00 a.m. A duly authorized representative of the prospective proposer shall attend this conference (sub-contractors do not meet this requirement). Proposals will not be considered from vendors that arrive after the official start of the conference or who do not attend the entire 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-bid 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 receipt of written questions is April 8, 2010 @ 12:00 p.m. After this date and time, no additional questions will be accepted.

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Lynn Adams, via the contact information in Section 3.1 of this RFP. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the 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 April 12, 2010, 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**

Important Note: A duly authorized representative of the prospective proposer shall have attended the mandatory pre-proposal conference (see Section 3.2-sub-contractors do not meet this requirement). Proposals will not be considered from vendors who either arrived after the official start of the conference or who did not attend the entire conference.

Provide one (1) original proposal with manual signatures and six (6) copies of the proposal (for a total of 7).

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for GPS Vehicle Tracking-Student Tracking #057-PLA-0410. Sealed proposals will be received until 3:00 p.m. (ET) on April 27, 2010 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 (863-534-0563) at least five (5) days prior to the date.

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

Activity	Date
Notice to Interested Proposers Mailed and On-Line Posting of RFP	March 19, 2010
Mandatory Pre-Proposal Conference 10:00 A.M.	April 7, 2010
Deadline for receipt of questions in the Purchasing Office-12:00 P.M.	April 8, 2010
Release of Official Response to Questions	April 12, 2010
Proposals Due – 3:00 P.M. Eastern Time	April 27, 2010
Evaluation Process	
*Evaluation Committee meeting-10:00 a.m. until completed, Purchasing Department Conference Room	April 28, 2010
*Finalist Oral Presentations (if necessary)-10:00 A.M. until completed, Purchasing Dept. Conference Room	May 5, 2010
Posting of Award Recommendation (on or about)	May 6, 2010
Board Action	May 25, 2010
Contract Effective Date	July 1, 2010

All times stated are Eastern Time.

*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. It shall be the responsibility of the proposer to be sure they received all addenda. 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>

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 **seven (7) copies (the original and six (6) duplicate copies) be submitted.** The Required Response Form (see page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals shall be valid for 90 days from the day after the deadline for receipt of proposals.

The proposal shall include the following information and consist of the following sections labeled:

Tab 1 – Compliance Requirements

This is a compliance section and carries no evaluation points. Proposers must provide the following submittals as specified to receive further consideration:

- Respondent must complete and submit the Required Response Form (see page 1). 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 is required on this form.**
- Respondent must complete and submit the Vendor Statement of Qualifications (See **APPENDIX A**)
- Respondent must complete and submit the Statement of Affirmation and Intent (See **APPENDIX B**)
- Respondent must complete and submit the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” (See **APPENDIX C**) included in this package.
- Respondent must complete and submit the Disclosure Statement (See **APPENDIX D**) included in this package.

- Drug-Free Workplace (optional): If applicable, sign the Drug-Free Work Place Certification form (See **APPENDIX E**). 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.

Tab 2 – Vendor Qualifications, Experience, References

The proposal package shall include the following information:

Vendor Qualifications: The address and contact information for the proposer’s headquarters, nearest offices and managing office for this RFP; personnel that would be assigned to carry out the requirements of the RFP including the project manager, their function in the RFP, where these personnel members would be located and their contact information; length of time the proposer’s company has been in business.

Experience: A summary description of the current and historical experience the proposer (and its subcontractors, if applicable) has that would be relevant to providing the requested equipment, any related software, training and support should be included. The summary should include a description of the proposer’s areas of expertise and resource capabilities as they relate to this proposal. Relevant projects involving school districts should be detailed and highlighted.

References: Proposers are required to provide a minimum of three (3) projects, with contact information (name, address and telephone number), that best demonstrate their ability to provide the tracking system as described in this RFP. Failure to submit references may be cause for declaring the vendor’s proposal as non-responsive. References should include entities that are currently utilizing the tracking system components as requested in this RFP. References from school districts where the proposed equipment, etc. has been installed and is in use are particularly relevant and should be highlighted. The District reserves the right to contact any client, whether or not listed in this section of the proposal, to obtain information regarding work that the vendor has performed.

Tab 3 – Scope of Services

The selected respondent shall accomplish each of the tasks as outlined in the Scope of Services Section 2.

For each requirement listed in Section 2.2 in the Scope of Services, please provide a clear description of how your company plans to carry out each (items numbered 1-34 in Section 2.2 including any subsections). Responses should address each requirement 1-34. Avoid “yes” or “no” responses-describe how your product/service will best meet each requirement; describe the features that your product/service has that will best meet each requirement, etc. Include a printed copy under Tab 3.

Demonstration of Product: Proposers may be required to demonstrate the tracking system being offered. Demonstration may be for a period of up to seven (7) and may include include installation of the tracking system components, software, etc. being offered at a designated location. Proposers will be solely responsible for any and all costs associated

with the demonstration of their tracking system. The purpose of the demonstration is to observe the tracking system in an operational environment and to verify its capability, suitability and adaptability of performance requirements stipulated in the RFP. If a demonstration is required, the District will give written notification to proposer indicating the date, time and location for demonstration. If the proposer fails to perform the demonstration on the specified date, the Board may elect to reject the proposal or to reschedule the demonstration if it is in our best interest to do so. The Board shall be the sole judge of the acceptability of the tracking system in conformance with the RFP specifications and its decision shall be final. All components of the tracking system used for the demonstration shall be the same as the manufacturer's model identified in the proposal submitted. The demonstrated tracking system shall create an expressed warranty that the actual tracking system to be provided by the selected vendor during the contract period shall be identical to the tracking system used in the demonstration.

Access to Polk County School Board property during the demonstration/evaluation period shall be coordinated with Rob Davis, Director of Operations.

Tab 4 – Cost Proposal-Attachment A

All proposers must complete the Cost Proposal, Attachment A, in full. Include a printed copy under tab 4 in your proposal.

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". If there is no additional information to present, state in this section "There is no additional information that we wish to present."

END OF SECTION 4

SECTION 5: EVALUATION OF PROPOSALS

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

Proposals will be evaluated by the Proposal Evaluation Committee (PEC) comprised of representatives from the District. Procurement Services staff will participate in an advisory capacity only and will endeavor to notify in writing all respondents of any unexpected delays as noted above or otherwise determined.

The PEC will assign points in the evaluation and recommendation process in accordance with the Evaluation Criteria listed in Section 5.2 and 5.3 should the PEC require presentations/interviews.

The PEC 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. This presentation/interview is to be based upon the written proposal received. Respondents 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 respondents.

Decisions on finalists and specific interview times will be released on or about April 28, 2010. **All respondents should be prepared to participate in finalist presentations/interviews on May 5, 2010.**

The District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the District reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached. Proposers are cautioned to provide their best offer initially.

The PEC 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 at The School Board of Polk County Administrative Offices, 1915 S. Floral Ave., Bartow, FL on or about May 6, 2010 and will remain posted for a period of at least 72 hours.

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

5.1 Evaluation Process:

The evaluations will be completed as described below. The Evaluation Committee will evaluate all responsive proposals submitted utilizing the Evaluation Criteria listed in Section 5.2. The Committee will score and rank all responsive proposals. The Evaluation Committee may determine a shortlist of proposers to be finalists for further consideration and may require oral presentations/interviews with the shortlisted finalists. The presentation/interview will be evaluated utilizing the Presentation/Interview Evaluation Criteria listed in Section 5.3. The Evaluation Committee will score and rank the shortlisted finalists.

The District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the District reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until agreement is reached.

A vendor’s past performance may be used in the evaluation process.

5.2 Evaluation Criteria:

The Evaluation Committee shall rank all proposals which meet the minimum requirements and which include the required submittals. The evaluation factors will include, but not necessarily be limited to the criteria listed below under Evaluation Criteria.

<u>Evaluation Criteria</u>	<u>Possible Points</u>	<u>Max Weight Value</u>
Vendor Qualifications, Experience, References	100	25%
Scope of Services	100	40%
Cost Proposal	100	35%

5.3 Presentation/Interview Evaluation Criteria:

Should the Evaluation Committee require presentations/interviews from shortlisted respondents the evaluation factors will include, but not necessarily be limited to the criteria listed below under Presentation/Interview Evaluation Criteria.

<u>Presentation/ Interview Evaluation Criteria</u>	<u>Possible Points</u>	<u>Max Weight Value</u>
Ability to perform work	100	40%
Experience	100	15%
Cost	100	15%
Overall ability to meet the needs of the District	100	30%

All respondents should be prepared to participate in finalist interviews (if necessary) on May 5, 2010.

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 on or about May 6, 2010, 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. The District will expect the vendor to provide the services requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of the District will be final in this regard.

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

6.4 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel, representatives of the District, Board Members or Selection 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 Selection 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 Open Records

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

6.6 **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.

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 proposer certifies, by submission and signature of this proposal, that neither the proposer, 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 proposer certifies, by submission and signature of this proposal, that neither the proposer, 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 E**)

6.10 **District Responsibilities**

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

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

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

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

6.11 **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.

6.12 **Insurance Requirements**

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

The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the School Board a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined Single Limit \$1,000,000 per occurrence
Automobile Liability	\$1,000,000 combined
(All owned autos, or any auto if vehicles other than owned are used).	Single limit

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

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

6.13 **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 proposer in response to this proposal.

6.14 **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.

6.15 **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.

6.16 **Other Information**

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

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

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

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

END OF SECTION 6

SECTION 7: CONTRACT INFORMATION

7.1 Contract Period

The term of this Agreement will begin upon approval by the Board on or about May 25, 2010. It is envisioned that the initial contract period will be for three (3) years, beginning July 1, 2010 with the option for additional renewal periods subject to mutual agreement by both parties. The term of any contract shall be subject to the cancellation/termination provisions contained in this RFP.

7.2 Option to Extend Term of Contract

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

7.3 Contingency of the Contract Award

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

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

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

7.4 Agreement for Services

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

- contract costs
- contract modifications
- contract termination
- disputes

The requirements appearing in this RFP will become part of the contract with the awarded vendor. The contract between the parties will consist of a written Agreement (if required by the District), the RFP (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
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

Any costs or expenses, including attorney's fees, incurred by the Polk County School Board to enforce this agreement shall be born by the contractor.

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

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 District written approval.

7.7 **Assignment of Contract and/or Payment**

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of The School Board of Polk County.

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

7.8 **Joint Proposal**

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, 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 also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

7.9 **Funding out/Termination**

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

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

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

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

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.

- C. “This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein.”
- D. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for “funding out”.

7.10 **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 subcontractors, 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 subcontractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the subcontractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with subcontractor 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 subcontractors, 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 subcontractors' 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 subcontractor fails to terminate said employee/independent contractor, the agreement with the subcontractor 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 subcontractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement.
5. Compliance with the Jessica Lunsford Act. See Section 6.14

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 Cause**

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

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

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

7.18 **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.

7.19 **Federal Regulations:**

Because Federal funds are used to make purchases from this proposal, 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(I)(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).

7.20 The following federal regulations may apply:

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

END OF SECTION 7

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* _____

Authorized Representative's Signature

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 RESPONSE FORM	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Required Information as outlined in Section 4	12-14
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addendum Acknowledgement Form	29
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Respondent's Statement of Qualifications (Appendix A)	31
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Statement of Affirmation and Intent (Appendix B)	32
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048 (Appendix C)	33-35
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Disclosure Statement (Appendix D)	36
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional) (Appendix E)	37
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cost Proposal (Attachment A)	38-40

RESPONDENT'S STATEMENT OF QUALIFICATION

Appendix A

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

- 1. Has Vendor been declared in default of any contract? Yes No

- 2. Has Vendor forfeited payment of performance bond issued by a surety company on any contract?
 Yes No

- 3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? Yes No

- 4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No

- 5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? Yes No

- 6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? Yes No

- 7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies. _____

Name of Firm/Respondent (Typed)

Authorized Representative's Signature

Date

STATEMENT OF AFFIRMATION AND INTENT

APPENDIX B

TO: POLK COUNTY PUBLIC SCHOOLS, PURCHASING DEPARTMENT

PROJECT: GPS Vehicle Tracking-Student Ridership Tracking System

DATE: _____

The undersigned, hereinafter called the respondent, declares that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Polk County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project.

The respondent certifies that no Board Member, Director, or any School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal.

The respondent certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to immediately notify the District in writing.

The respondent further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposal.

Corporate Name of Respondent (Typed)

Address, City, Zip

Authorized Representative's Signature

Date

Telephone Number

NOTARY PUBLIC:

State Of: _____ County Of: _____

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

Notary Public Signature: _____

Notary Name, Printed, Typed Or Stamped: _____

Commission Number: __ My Commission Expires: _____

Instructions for Certification

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

Form AD - 1048 (1/92)

U.S. DEPARTMENT OF AGRICULTURE

Appendix C

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

P/R Award Number or Project Name

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

Signature(s)

Date

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.

DISCLOSURE STATEMENT

APPENDIX D

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

DRUG FREE WORKPLACE CERTIFICATION FORM

Appendix E

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)

COST PROPOSAL
Attachment A

Proposers shall use this original Cost Proposal Attachment A in their response. Enter only the information requested in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the Cost Proposal to provide the information and descriptions requested below if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to this original Cost Proposal Attachment A by the proposer, whether intentional or otherwise, may result in your proposal being declared non-responsive. Only pricing listed in the “unit price” column below will be considered.

Based upon the information provided in Section 1.1, provide a fixed cost proposal for the services and deliverables requested. The District reserves the right to issue additional purchase orders on proposed prices for immediate delivery through the effective date of the bid. It is envisioned that the initial contract period will be for three (3) years, beginning July 1, 2010 with the option for additional renewal periods subject to mutual agreement by both parties. The cost proposal should include a detailed list of all vendor-provided hardware (equipment), related software, installation, training, support, etc. required to implement this project. If applicable, pricing for equipment used at school locations should also be included (see A.1. below). This pricing shall include all devices and supplies needed to accomplish the project as outlined in this proposal and your response.

A. Cost Proposal to include unit pricing for:

		Unit Price
1. GPS Bus Tracking-Student Ridership Tracking Hardware List each piece of hardware included in this cost below:		
2. In-vehicle installation of the system components listed in #1 above in each vehicle. List each item included in this cost below (i.e. cable, wiring, antenna, etc.):		

		Unit Price
3. GPS Bus Tracking-Student Ridership Tracking interface software		
4. GPS Bus Tracking-Student Ridership Tracking software license fees. Describe the type of license, what is included in the cost of the license, below:		
5. First year software support/maintenance (one year from the date of installation of the software) Include a description of what is covered under the support/maintenance.		
6. First year hardware support/maintenance (one year from date of activation) Include a description of what is covered under the support/maintenance		
	TOTAL COST PER UNIT	

Continued on next page

COST PROPOSAL

Attachment A

Unit Price

- | | | |
|---|----------|--|
| 7. Training-cost as proposed in #33 of the Scope of Services
<i>Include all costs and expenses (including travel, lodging, car rental, etc.)
No additional costs will be considered by the District.</i> | _____ | |
| 8. Annual software maintenance (after year one)
Includes software maintenance costs for #3 and #4 above | _____yr. | |
| 9. Annual hardware maintenance (after year one)
Includes hardware maintenance costs for #1, and hardware items
Listed as a part of #2 above. | _____yr. | |

B. Cost proposal to provide communication method:

Proposers should provide detailed pricing below (cellular, radio, etc.) for the system(s) that they are proposing. If a third party company is used the proposer should indicate the company information and a break down of the cost per unit for the system. The district must be able to suspend communication during the summer months and when certain buses are not being utilized for a period of time. Pricing should include a break down of cost and proration when communications are suspended during billing cycles if needed.
