

**MARION COUNTY SCHOOL BOARD
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP) WITH INVITATION TO NEGOTIATE
REQUIRED RESPONSE FORM**

RFP # 3394RC

DATE: February 15, 2012

TITLE: Business System – Enterprise Resource Planning Software and Implementation Services

This proposal must be submitted to the Marion County School Board, Purchasing Department, 506 S.E. 3rd Avenue, Ocala, Florida 34471, no later than 2:00 PM, Monday, March 26, 2012 and plainly marked ERP - Business System. Proposals are due and will be opened at this time. Board Approval Date: June 26, 2012

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer 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 Pages 1 through 29 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer. The undersigned agrees by signing this document that employee investigations will be adhered to in accordance with Florida Statutes 1012.32.

PROPOSER (firm name): _____

STREET ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

MARION COUNTY SCHOOL BOARD

**REQUEST FOR PROPOSAL FOR: Business System – Enterprise Resource Planning
Software and Implementation Services**

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MARION COUNTY SCHOOL BOARD

REQUEST FOR PROPOSAL FOR: Business System – Enterprise Resource Planning Software and Implementation Services

1.0 INTRODUCTION

1.1 This is a Request for Proposal (RFP) to the Marion County School Board, Florida (the District). Marion County is located in North Central Florida, comprising 1,650 square miles. Marion County is the sixth largest geographic school district in Florida. It is larger in size than Rhode Island and only slightly smaller than Delaware. Marion County is the crossroad of Florida – connecting I-75, Highways 200, 27, 40, 301, and 441. The student enrollment as of February 2012 was 42,461. The district employs approximately 6,000 people. Marion County Public Schools continues to be one of the lowest in the state in expenditure for district and school administration and one of the lowest in the state per student funding.

1.2 The Marion County School Board (“District”) desires to engage a firm to implement a comprehensive Enterprise Resource Planning (ERP) Business System. This includes project rollout, setup, configuration, implementation services, software, provides training to staff, and transition existing content from an existing Legacy Business System (CIMS III and a custom developed “home grown” payroll system to a VENDOR HOSTED CLOUD SOLUTION). This solution will be provided in accordance with terms, conditions and specifications established herein. The general scope for this project includes: financial management, human resources, position control, payroll, applicant tracking, payables, staff development, general ledger, budgeting, receivables, fixed assets, purchasing, school based accounting, payroll, and Florida state reporting. A detailed listing of project scope is listed in 8.0 Scope of Work, Specifications.

Technical assistance, warranty, engineering, compatibility and references for similar projects should be demonstrated as part of the proposal. The evaluation process will consider ranking for each area disclosed in this Request for Proposals. Recommendation for award will be made to the School Board for the vendor/contractor(s) that best meets the district's need for an ERP solution.

The current LEGACY Business System was installed in 1992.

Major Business Drivers:

- Increased operational efficiency and effectiveness
- High Availability
- Workflow Management System
- Improved access to information and stronger decision support capabilities
- Integration and consistency of processes, systems and data
- Desire for redesigned business processes
- Production, test and development sites hosted by vendor
- Knowledge/document management
- Robust reporting capabilities

1.3 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.4 Document files may be examined, during normal working hours; ten days after proposals have been opened.

1.5 Unless otherwise indicated in the proposal document, any solicitation downloaded from sources other than the official Marion County School Board, Purchasing Department website may not be the official and final version, and may result in the rejection of a quote/submittal/bid/proposal if not based upon an accurate rendition of the solicitation.

2.0 INSTRUCTIONS TO PROPOSER

2.1 All vendors who develop, market and support HR and Financial ERP software that is specifically designed for the US K-12 Florida education environment are eligible to respond to this RFP. The district is seeking a single source K-12 ERP vendor that can provide enterprise wide HR/Finance software, annual maintenance support including updates and enhancements, data conversion support, training and all other implementation services needed to migrate from an existing legacy business system.

The RFP will give Vendors the minimum required specifications and performance requirements. The Vendors will be expected to propose a solution that will meet or exceed the requirements detailed in this document. We will be looking for total solution pricing for the services identified in the RFP.

- The Vendor is to see section 8 for a summary of all items needed in each vendor response. Failure to provide all of the items requested may result in being disqualified from consideration.
- At the time of proposal submission, we will assume that each Vendor is familiar with the specifications and requirements and that the Vendor fully understands the scope of all limitations, restrictions, and coordination of the work. The failure and/or omission of any Vendor to examine any form, instruction, or document, shall in no way relieve the Vendor from an obligation with respect to their proposal.
- The Vendors shall include in their respective proposals a sufficient sum to cover the cost of all items, material, and labor required to provide services listed in the scope of this RFP.
- The School Board will select the successful bidder.

2.2 All proposals must be received no later than 2:00 PM, on March 26, 2012. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Purchasing Department, 506 S.E. 3rd Avenue, Ocala, Florida 34471. Please ensure you mark your envelope with the RFP number and Title of the RFP.

2.3 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).

2.4 One manually signed individually bound original (marked as original) and 12 individually bound photocopies (marked as copy) of the proposal must be sealed in one package and clearly labeled "**ERP - Business System**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.

2.5 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

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

2.7 Proposer 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.

2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

2.9 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.

2.10 DELIVERY OF RFPS: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:

Marion County School Board supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable, all goods and/or construction must meet the provisions of the Americans with Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Proceed to the Purchasing Department located at 506 S.E. 3rd Avenue, Ocala, Florida.
- D. Present RFP to Purchasing Department receptionist for official date/time stamping.
- E. Openings will be held in the Purchasing Conference Room located at 506 S.E. 3rd Avenue, Ocala, Florida 34471

3.0 **TIME SCHEDULE**

3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

Post RFP	February 15, 2012
Last date for vendors to submit questions	March 14, 2012
Spring Break (District Closed)	March 19, 2012 – March 23, 2012
Proposals due no later than 2:00 PM	March 26, 2012
Evaluation Committee Meeting	April 6, 2012
Proposer Interviews (Short List)	April 16, 2012 – April 26, 2012
Evaluation Committee Meeting (Interviews)	April 27, 2012
Submit Evaluation Results to Board	May 22, 2012
Board Approval Date	June 26, 2012

3.2 Notification of any changes to the time schedule will be made to proposers by EMAIL.

3.3 Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award (excluding Saturdays, Sundays and state holidays) any employee or officer of the district concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

4.0 **AWARD**

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

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

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

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

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

4.6 The proposal with the highest rating will be ranked first; however, nothing herein will prevent the Marion County School Board, Florida, from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

5.0 **TERM OF CONTRACT / RENEWAL**

5.1 The term of this contract shall be from June 26, 2012 through July 1, 2015 and may, by mutual agreement between the School Board of Marion County, Florida and the awardee(s), be renewable for two (2) additional, one (1) year periods. If needed, the contract will be extended beyond the contract expiration date. Once the Board has approved, the final results will be posted on our website. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

6.0 **RFP INQUIRIES**

6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than March 14, 2012. Questions received in writing within the required timeframe will be answered in writing. Rick Collins is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mr. Collins nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Rick Collins
Purchasing Department
Marion County School Board
506 S.E. 3rd Avenue
Ocala, Florida 34471
rick.collins@marion.k12.fl.us

6.2 If necessary, an addendum will be posted on the Purchasing Website.

6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

6.4 No addendum will be issued later than three 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.

6.5 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.

7.0 **LOBBYING**

7.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP

UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE PURCHASING DEPARTMENT. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

7.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS

WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON

THE AWARD OF THIS CONTRACT.

7.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE

A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION **120.57(3)**, FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT.

7.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING

THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

8.0 SCOPE OF SERVICES - All vendors must provide the following information in order for their proposal to be considered (8.3-8.16):

8.1. Marion County School Board's Current Business System:

<u>Application</u>	<u>Description</u>	<u>Vendor</u>	<u>Version</u>	<u>Hardware</u>	<u>O/S</u>	<u>Language/Skill Set</u>
CIMS III Finance	CIMS III (Comprehensive Information Management for Schools III)	NCS Pearson		iSeries	OS/400 v5r4m0	RPG, RPG AutoReport, CL, Query
	Application Control System (ACS)		V3.01			
	Fixed Asset Inventory System (FAS)		V4.02			
	Financial Management System (FMS)		V5.05			
	Warehouse Inventory System (WHS)		V4.03			
Employment Services						
	Human Resources			iSeries	OS/400 v5r4m0	RPG, CL
	Staff Development			iSeries	OS/400 v5r4m0	RPG, CL
	Teacher Certification			iSeries	OS/400 v5r4m0	RPG, CL
	Unit Control			iSeries	OS/400 v5r4m0	RPG, CL
Human Resources	Employee Human Resource System	In-House	N/A	iSeries	OS/400 v5r4m0	Cobol, RPG, CL
Kronos TimeClocks	Transportation Timeclock System	Kronos	V5.1	iSeries	OS/400 v5r4m0	RPG, CL
Fleet Management	Fleet Inventory and Maintenance System	HTE	1995	iSeries	OS/400 v5r4m0	RPG, CL
Payroll	Employee Payroll System	Homegrown		iSeries	OS/400 v5r4m0	Cobol, RPG, CL
Maint. Work Orders	Maintenance Work Order System	Homegrown		iSeries	OS/400 v5r4m0	RPG, CL

The existing system does not have a current software maintenance contract.

8.2. MCPS 3rd Party Applications:

<u>Department</u>	<u>Application</u>	<u>Description</u>	<u>Vendor</u>	<u>Version</u>
Human Resources	AESOP	Automated Substitute Placement System	Frontline Technologies	Hosted
	SearchSoft Solutions	Applicant Tracking System	SearchSoft	Hosted
	Q&A	Worker's Compensation and General Liability Claims	MCPS	DOS 4.0
	Incident Tracking	Tracking of District Related Incidents	MCPS	.NET
Food Service	Site Manager/Lunch Box	POS and Online Payment	Heartland Payment Systems	8.00
Finance	EZ-Stub	Pay Stubs/Direct Deposit	NatPay	Hosted
	Resolve	P-Card Transactions to G/L daily	Solvit Software, Inc	Hosted
	Medicaid Tracking	Submit Medicaid Transactions	Cost Management Services	Hosted
Internal Auditing and Extended Day	School Funds Online and School Care Online	School Activity Fund Accounting Software	TRA – School Software Solutions	2011.8.1.1 and 1.0.0.0
Risk Management	Reliance Data Control	Workers Comp/Liability Loss	Johns Eastern Company, Inc.	Email Attachment
Adult Education	Peach Tree	Invoicing and tracking receivables	SAGE	Complete Accounting 2004
	Pell Grant	Pell Grant	MCPS	Microsoft Access 2010
	CTAMPS	Student Registration and Payment	MCPS	
	DOE WDIS	Adult Education State Reporting	TERMS	
Staff Development	Human Capital Management Systems	Professional Development, Evaluation Course Registration and Management	truenorthlogic	Hosted
Technology and Information Systems	Chancery SMS	Student Information System	Pearson	7.6
	UMRA	Automated Staff Accounts	Tools4Ever	10.7
	WebNetwork	Single Sign-On	Stoneware	6.0
Transportation	Trapeze MapNet	Scheduling and Routing Software	Trapeze	5.0.27

Summary:

- Provide replacement for AS/400 CIMS III and Custom Payroll System. Additionally, provide implementation services and a project plan for transition to the proposed ERP system with a targeted “GO LIVE DATE” of January 2013.

8.3. Proposer will include the following information for the proposed hosted solution:

- 8.3.1. Architecture and Data Base Schema
- 8.3.2. Physical and Personal Security (auditing, surveillance cameras, security policies, tracking devices, etc.)
- 8.3.3. High Availability, Redundancy and Disaster Recovery
- 8.3.4. Application and Host – Hardening, authentication, AV updates, and auditing
- 8.3.5. Internal and Perimeter Network (i.e., VLANS, Intrusion Detection Systems, Firewalls, VPN, etc.)
- 8.3.6. Annual Software Release Deployments, Version Control, and Patch Management
- 8.3.7. Backup and Restore Strategies
- 8.3.8. List memberships in major industry security organizations
- 8.3.9. List major security certifications
- 8.3.10. Performance benchmarking
- 8.3.11. Yearly SAS 70 Type II audit (Tier 1 accounting firm)
- 8.3.12. Frequency of internal and external audits
- 8.3.13. Data Protection/Privacy including notification and remediation
- 8.3.14. Compliance – Statutory and Regulatory (Sarbanes-Oxley, HIPPA, FISMA, FERPA, etc.)

8.4. Support: Provide access to call center 24X7 for selected MCPS personnel.

8.5. Cost Summary: All vendors must fill out the following cost breakdown for the implementation of their solution for School Board of Marion County’s project as described in this RFP. Vendor proposal will include costs for a vendor hosted production, test and development environment. **Complete Addendum 1 located at URL:**

[https://www.marion.k12.fl.us/dept/purr/ITB/RFP%203394RC%20Business%20System%20-%20Enterprise%20Resource%20Planning%20Software%20and%20Implementation%20Service s%20Addendum%201.xlsx](https://www.marion.k12.fl.us/dept/purr/ITB/RFP%203394RC%20Business%20System%20-%20Enterprise%20Resource%20Planning%20Software%20and%20Implementation%20Services%20Addendum%201.xlsx)

Pricing should be based on district size of 42,500 students. Implementation pricing includes conversion of existing data from 1992 to present, may vary based on specific business application. Refer to addendum 1 “pricing” for additional information listed under NOTES.

8.6. Proposer will provide Service Level Agreements including Repair/Resolution Response Time.

- 8.7. A brief outline of the Vendor Company and services offered, including:
- Full legal name of the company
 - Year business was established
 - Number of people currently employed
 - Income statement and balance sheet for each of the two most recently completed fiscal years certified by a public accountant.
- 8.8. An outline of the product line-up and/or services they currently support.
- 8.9. A description of the proposer's geographic reach and market penetration.
- 8.10. An outline of the proposer's partnerships and relationships to date.
- 8.11. An outline of the proposer's current and future strategies in the marketplace.
- 8.12. Information on proposer's current clients, including:
- Total number of current clients.
 - A list of clients with similar needs using similar products and/or services.
 - A list of School Boards you are presently working with.
 - Evidence of successful completion of a project of a similar size and complexity.
- 8.13. Source Code: Vendor shall keep and maintain current, at no additional cost to the District, a copy of the source code for the Software or Product in escrow. The Escrow Agent shall be authorized to release the source code to the District in the event that the Vendor has completely ceased all business activities for a period of 90 days or more and a third party has not agreed to assume responsibility. The District's use of the source code shall be limited to maintenance of the Software or Product for internal use during the term of the license. In this event, no change of ownership in the Software or Product shall occur. A fully executed source code escrow agreement, acceptable to the District and governed by and construed in accordance with the laws of the State of Florida, shall be provided prior to the commencement of the scope of work.
- 8.14. Sample Contract: Each proposer will provide a sample contract (preferably a Florida K-12 District) as a required document for this RFP submission.
- 8.15. A list of agencies that are no longer doing business with your company within the past three (3) years.
- 8.16. References: Contact information for three (3) references (K-12 Florida is recommended) from projects similar in size, application, and scope and a brief description of their implementation.

9.0 **EVALUATION COMMITTEE MEETINGS**

9.1 As stated in Section 3.1 and Section 11.5 a committee will convene to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 119, this is an open public meeting. Notification will also be posted for review by interested parties at the Marion County School Board Purchasing Department, 506 S.E. 3rd Avenue, Ocala, Florida 34471 and website.

10.0 **PREPARATION AND SUBMISSION**

10.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is required that (12) individually bound copies (marked as copy) of the proposal be submitted with an individually bound original proposal (marked as original).**

10.2 **Title Page:** Required response form (page 1 of the RFP) with all the required information completed and all signatures as specified; Name of the Proposer, Address, Signature, Title, Contact Person, Contact Person's Address, Telephone and Fax number, email address and Taxpayer ID Number.

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

10.4 **Letter of Transmittal:** Give the names of the persons who will be authorized to give and support information, both in writing and oral presentation, for your company. Provide their titles, addresses and telephone numbers.

10.5 **Prepared Response:** Prepare your response submission in the manner outlined in the Scope of Services.

10.6 **EEO Statement:** The School Board of Marion County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law. Provide statement of EEO Compliance.

10.7 **Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District

11.0 **PROPOSAL EVALUATION PROCESS:**

11.1 The Evaluation and Selection Panel is comprised of persons representing the areas of Employment Services, Facilities and Transportation, Finance, Human Resources, Payroll, Risk Management, Unit Control and Technology and Information Systems.

11.2 All proposals received by the submission deadline will be reviewed by the Director of Purchasing or designee for responsiveness and distribute the responsive proposals to the Evaluation and Selection Panel members. The panel members will independently score and rank each proposal in accordance with the evaluation criteria listed in the Evaluation Criteria section below. The panel members will submit their individual scores and rankings of the proposals to the Purchasing Representative for compilation of the overall ranking of the proposals. The panel along with the contract administrator will convene at the published date and time to see the overall rankings and to discuss the proposals and any differences they may have. It is possible for the rankings to change during this meeting based on a better understanding of the facts presented in the proposals. A final consensus ranking will be made during this meeting.

11.3 The District reserves the right to invite the firms in for oral presentations. Prior to the presentations, the District will provide each firm with a standard set of questions to be addressed in their oral presentation. Only members of the proposed project team may make the oral presentations.

11.4 RFPs are received and publicly opened. Only names of respondents are read at this time.

11.5 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

11.6 The Evaluation Committee will assign ratings in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section.

11.7 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

11.8 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.

11.9 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Marion County School Board, Florida.

11.10 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

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

12.0 **EVALUATION CRITERIA**

The Evaluation Committee will review all proposals received based on the evaluation process listed below. The District will evaluate the proposed solutions based on the specific outlined criteria included in this RFP and will request a “short list” of vendor solutions to present their solutions to the evaluation committee during the specific time period listed in 3.0 Time Schedule (Proposer Interviews).

This evaluation process will be used to determine which solution best meets the District’s needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for the District’s current and future needs based on the information available and the District’s best efforts of determination. The district reserves the right to select the successful vendor on criteria other than cost.

The following factors will be considered in ranking the proposals received to determine a short list:

RANKING VALUES

1. Vendor Experience and References	15
• K-12 implementations including the number of vendor “HOSTED” solutions	
• Florida K-12 specific implementations	
• Sample documents, staff qualifications and 3 references including POC name, title, and phone number	
2. Technical Requirements (see addendum 1)	80
• General Requirements	
• Human Resources	
• Position Control	
• Payroll	
• Applicant Tracking	
• Payables	
• Staff Development	
• General Ledger	
• Budgeting	
• Receivables	
• Fixed Assets	
• Purchasing	
• School Based Accounting	
• Business Intelligence	
• General Questions	
• State Reports	
3. Software Costs and Annual Costs (Pricing)	40
4. Implementation Services Costs (including training)	25
TOTAL:	160

12.1 Scoring Criteria for Short List Only:

Scoring Criteria for short listed vendors will be provided by April 10, 2012.

NOTE: Interviews and software demonstrations will be held on-site at the District's Technology and Information Systems Training Lab (Staff Development building 2) located at 1614 SE Fort King Street Ocala, FL 34471. This session is also considered "pre-negotiations". Proposer must be able to present during the identified time table listed in this RFP para 3.0. The district will provide the agenda for the short listed proposers by April 10, 2012. Proposers will present one full day 800 AM – 500 PM and should plan to arrive by 715 AM on the morning scheduled.

The following rubric will be used in scoring:

- 5** **Exceptional/Outstanding:** Exceeds evaluation standards in a beneficial way, and meets the outcomes identified; contains strengths and no weaknesses or deficiencies. Innovative, comprehensive, and complete in all details, meeting or exceeding performance standards.
- 4** **Excellent/Above Average:** Exceeds evaluation standards in a beneficial way and meets the outcomes identified. Comprehensive and complete, having no significant weaknesses. May be lacking some of the strengths but generally meets performance standards.
- 3** **Average/Acceptable:** Meets outcomes and performance standards. May contain weaknesses which are not significant and may be correctable.
- 2** **Below Average/Marginal:** Fails to meet evaluation standards. Lacks essential information to support the proposal. Does not contain the outcomes and contains significant weaknesses.
- 1** **Unsatisfactory/Unacceptable:** Fails to meet the minimum evaluation standards; deficiencies and/or weaknesses are uncorrectable. Demonstrates a lack of understanding of the requirements or omissions of major areas.
- 0** **Unresponsive:** Does not provide enough information to judge/score.

13.0 CANCELLATION OF AWARD/TERMINATION/FUNDING OUT

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

13.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

13.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

13.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

13.5 Florida School Laws (Section 1011.14, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

13.6 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.

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.

“This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein”.

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

14.0 **DEFAULT**

14.1 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.

15.0 **LEGAL REQUIREMENTS**

15.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

15.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

15.3 The person signing the Proposal Certification agrees that employee background investigations will be adhered to in accordance with Florida Statutes 1012.32.

16.0 FEDERAL AND STATE TAX

16.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). 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.

17.0 CONFLICT OF INTEREST

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

17.2 All firms must list all and any affiliations they have with other firms. The proposal for any firm found to have an affiliation with potential vendors will be considered non-responsive and not be evaluated.

18.0 INSURANCE REQUIREMENTS

18.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to Marion County School Board by Certificate of Insurance. All insurance must be issued by a company or companies approved by the District.

18.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Marion County School Board's Purchasing Department, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

18.3 Thirty days written notice must be provided to the Marion County School Board via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

18.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within eleven (11) days prior to the Board approval date referenced in this solicitation.

18.5 Failure to submit the required insurance documentation does not relieve the awarded bidder(s) of the obligation outlined in this section.

18.6 Receipt of certificates or other documentation of insurance or policies or copies of policies by MCSB, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

A. WORKERS' COMPENSATION: Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. COMMERCIAL GENERAL LIABILITY: Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE MARION COUNTY SCHOOL BOARD SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE AND AN ENDORSEMENT FOR ADDITIONAL INSURED PROVIDED FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. PROFESSIONAL LIABILITY: The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$500,000 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Marion County School Board and each officer, agent and employee of the Marion County School Board against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

19.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

The PROPOSER indemnifies the SCHOOL BOARD of MARION COUNTY, FLORIDA from any and all liability, loss or damage the SCHOOL BOARD may suffer as a result of any claim, demand, cost, or judgment against it, related directly or indirectly to the performance of the PROPOSER's obligations under the terms of this Contract. Said indemnity includes, but is not limited to, interest, court costs and attorney's fees incurred by the SCHOOL BOARD as a result of any action brought against it, as well as all attorney's fees, court costs and any other costs incurred by the SCHOOL BOARD in establishing the right to indemnification and collecting any judgment against the PROPOSER. The PROPOSER is not required to indemnify SCHOOL BOARD for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the SCHOOL BOARD. The SCHOOL BOARD agrees to notify the PROPOSER in writing within ten (10) days of receipt of any notice of any action against the SCHOOL BOARD pertaining to this matter. Such notice will be by certified mail, return receipt requested, or by overnight courier. A notification will be deemed given on the date such notice is postmarked regardless of whether the PROPOSER actually received said notification. The PROPOSER further agrees in the event the court denies or reduces compensation to, or reimbursement of the SCHOOL BOARD,

PROPOSER will provide the SCHOOL BOARD with the full amount of compensation or reimbursement requested in its statement of services.

20.0 PUBLIC RECORDS LAW

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

21.0 PERMITS AND LICENSES

21.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

22.0 INTELLECTUAL PROPERTY RIGHTS

22.1 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 School District.

23.0 COST INCURRED IN RESPONDING

23.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

24.0 SUB-CONTRACTS

24.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

24.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the subproposer(s) and their employees.

24.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

25.0 INDULGENCE

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

26.0 **JOINT PROPOSAL**

26.1 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, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

27.0 **PUBLIC ENTITY CRIMES**

27.1 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFP's 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.

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

28.0 **USE OF OTHER CONTRACTS**

28.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement 6A-1.012(5), or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

29.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

29.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its

power to execute such contract to any person, company, or corporation without prior written consent of the District.

29.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

29.3 **PURCHASING CARDS:** The School District of Marion County may choose to use a "Purchasing Card" for ordering of goods and materials or payment of invoices under this proposal. The Proposer, by submitting a proposal, agrees to accept this manner of payment and may not add additional handling charges or service fees to purchases made with the District's Purchasing Card(s). Refusal to accept this condition may cause the proposal to be declared non-responsive, or result in revocation of the contract, if already awarded.

30.0 **POSSESSION OF FIREARMS / DRUG FREE WORKPLACE**

30.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 15.1.

30.2 "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.

30.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

30.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

30.5 Florida State Law prohibits the use of tobacco products of any kind while on public school property.

31.0 **AGREEMENT**

31.1 A contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, and any addendum released, if applicable, and the corresponding contract will constitute the complete agreement between Proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract, the terms of the contract shall be final and

binding and the RFP shall control where in conflict with the proposal. If a proposer desires particular contractual language in the agreement, then proposer should include their sample contract as an attachment to the proposal submitted for review.

32.0 POSTING OF RFP TERMS & CONDITIONS / SPECIFICATIONS

32.1 This RFP will be posted for review by interested parties, at 506 S.E. 3rd Avenue, Ocala, Florida on the date the RFP notification is emailed and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

33.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

33.1 RFP recommendations and tabulations will be posted in the Purchasing Department and on our website www.marion.k12.fl.us for review by interested parties or at 506 S.E. 3rd Avenue, Ocala, Florida and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

33.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

33.3 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section 7.3 of this proposal and School Board Policy 7.70.

33.4 Any person who files an action protesting a solicitation, decision or intended decision pertaining to this bid pursuant to FS 120.57(3) (b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the Marion County School Board in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

34.0 Background Screening Requirements: The Marion County School Board, Florida, is committed to the education and safety of its students and employees. To that end, any contractor awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for

employment as set forth by the Florida Department of Education. Each bidder must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

Fingerprinting: Proposer agrees as a condition of entering into this contract, pursuant to §1012.32 and §1012.465 Florida Statutes, any person entering school grounds or having direct contact with students on behalf of Proposer must meet Level 2 screening requirements as described in §1012.32, Florida Statutes. Screening will be at Proposer's expense or employee's expense and must be completed and credentials issued by the SCHOOL BOARD prior to the screened individual having access to students or to the school grounds.

35.0 PRESS RELEASES AND PUBLICITY:

The bidder shall make no announcements or news releases pertaining to the bidder's participation in this RFP or the award of this contract; its representatives or agents without authorization from the Purchasing Department.

DRUG - FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) 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 workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs 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 any controlled substance law of the United States or any State, for a violation occurring in the workplace not 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.

Acknowledgment of Addenda Check: (Yes) or (No) (Date of Receiving Addendum)		
Addendum #1	Yes ____ No ____	Date Received:
Addendum #2	Yes ____ No ____	Date Received:
Addendum #3	Yes ____ No ____	Date Received:
Addendum #4	Yes ____ No ____	Date Received:
Addendum #5	Yes ____ No ____	Date Received:

Company Name

Signature

Address

City State Zip Code

Date

Please fill out the appropriate forms and return with your proposal.

Response to RFP (required) _____
Proposal Certification Form (required) _____
Drug Free Workplace Certification (required) _____
Statement of No Bid (If applicable) _____
Acknowledgement of Addenda (If applicable) _____
Certification Regarding Debarment (required) _____

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing, 506 S.E. 3RD Avenue, Ocala, Florida** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the bidder's list for the Marion County School Board.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. _____

for _____ because of the following reasons:
Service/Commodity

- _____ We do not offer this product or the equivalent.
- _____ Insufficient time to respond to the invitation to bid.
- _____ Remove our name from this bid list only.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet bond requirements.
- _____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

**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)

****BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE FOLLOWING 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 attach 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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” “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 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.