

School Board

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BUSINESS DIVISION
REQUEST FOR PROPOSAL

DATE: February 14, 2011

RFP DUE DATE: March 22, 2011

RFP DUE TIME: 3:00 PM

PROPOSAL DELIVERY LOCATION: Hillsborough County Public Schools
Procurement Department
901 East Kennedy Boulevard, 3rd Floor
Tampa, Florida 33602

RFP TITLE: Consulting Services for E-Rate Projects

RFP NUMBER: 11013-DST

NO PRE-PROPOSAL CONFERENCE

DIRECT ALL INQUIRES TO: Susan Girard, CPPB
Procurement Officer
susan.girard@sdhc.k12.fl.us

NOTICE TO ALL INTERESTED PARTIES: Subject to the conditions, provisions and the enclosed specifications, sealed proposals will be received at this office until the stated date and time.

Proposals received after the stated date and time, whether presented in person, received by U.S. Mail, or by any other delivery method will not be accepted.

Hillsborough County Public Schools reserves the right to retain all proposals for a period of 120 days and to reject any and all proposals and to waive any informalities and/or irregularities thereof.

Jean Bowman
General Manager, Procurement

HILLSBOROUGH COUNTY PUBLIC SCHOOLS, FLORIDA

REQUEST FOR PROPOSAL

11013-DST

Consulting Services for E-Rate Projects

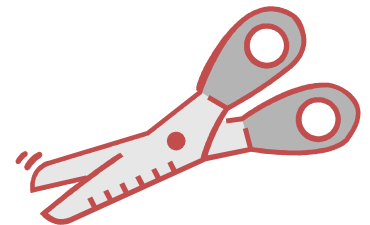
Sealed proposals to establish a contract for consulting Services for E-Rate will be received by Hillsborough County Public Schools, Florida, in the office of the General Manager, Procurement, third floor, Raymond O. Shelton School Administrative Center (ROSSAC) 901 East Kennedy Boulevard, Tampa, Florida 33602, until 3:00 PM, March 22, 2011. (The mailing address is P.O. Box 3408, Tampa, Florida 33601; however, if you are mailing your proposal using an overnight carrier, be sure to use the aforementioned street address.

Please note that receipt of proposal means DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE PROCUREMENT OFFICE. Proposals delivered to the building, but not delivered to the Procurement Office and date/time stamped as received, will not be considered as received for the purpose of this solicitation process. Proposals must be delivered in a SEALED package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package. (See Instructions to Proposer, paragraph number 4.7).

Notice to Proposers: The ROSSAC building is a "controlled access" building and all visitors will be required to obtain a visitor's pass, photo ID is required before entering the department. You are cautioned to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanned), telephone proposals or modifications to proposals, will be accepted.

Proposals will not be accepted or considered after the above specified time and date.

Submission Requirements: Proposal envelopes shall be sealed and identified as specified below:



RFP NO.: **11013-DST**

Consulting Services for E-Rate Projects

TO BE OPENED:

3:00 PM, March 22, 2011

AND ADDRESSED TO:

Hillsborough County Public Schools
Procurement Department, 3rd Floor
901 East Kennedy Boulevard
Tampa, Florida 33602

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1 OVERVIEW

- 1.1 **Purpose:** Hillsborough County Public Schools, hereafter referred to as the "District" or "HCPS", is seeking proposals from qualified Proposers interested in providing consulting services for E-Rate Projects.

The award will be to the most qualified Proposer(s) as determined by an evaluation committee. The final award will be based on approval by The School Board of Hillsborough County, Florida.

- 1.2 **District Profile:** HCPS is the 8th largest school district in the country and 3rd largest in Florida, serving over 192,871 students. There are currently about 25,473 full-time employees. With a total population of 1,157,738 persons, Hillsborough County, Florida is the nation's 37th largest county. Over the 1994 to 2003 period, the District's growth rate exceeded 23,689 persons on an annual net basis.

2 EVALUATION OF PROPOSALS

- 2.1 The district expects to consider responses from proposers who meet the following minimum standards: The willingness to configure the program to meet the requirements of the district.

2.1.1 The proposer's ability to integrate all of the requested criteria.

2.1.2 Documented successful experience in the provision of the scope of services contained herein for clients of similar scope and size.

2.1.3 Contact person(s) readily available to service HCPS on a day-to-day basis. The district reserves the right to approve the contact person(s).

2.1.4 Meets the requirements as outlined in "minimum qualifications/ experience".

2.1.5 Able to complete the expected contract term in full compliance with this RFP.

2.1.6 The evaluation criteria include, but are not necessarily limited to, the following:

Item #	Description	Weight
1	Qualifications: Performance history, length of time and amount of E-Rate experience, background of the Proposer and subcontractor(s).	20
2	References: Feedback, including responsiveness and reputation, from available references.	15
3	Cost/Value: Hourly rate for services.	25
4	Utilization of Small Businesses: Degree of participation of HCPS registered OSD vendors.	5
5	Quality: Completeness, accuracy, and appropriateness of response.	20
6	Financials: Organizational viability and stability.	20
	Total: (may not necessarily equal to 100):	105

- 2.2 The award may be made to the Proposer(s) submitting the proposal that best meets the District's specifications and requirements.

- 2.3 HCPS intends to have a committee review the proposals and make a recommendation to the Hillsborough County School Board on the Proposer(s) to provide consulting services for E-Rate services.

- 2.4 **Selection Criteria:** This procurement will comply with applicable District Policies, State Board Rules, and Florida Statutes. The selection of a service Awarded vendor(s) may be made without discussion with Proposer(s) after proposals are received. Therefore, proposals should be submitted complete with all pertinent information.
- 2.4.1 Oral presentations and negotiations may be conducted with the highest rated Proposer(s). If an agreement is not reached, negotiations will be terminated. The same process may be conducted with the next highest rated Proposer(s). If agreement is not reached, negotiations may be terminated. This process may continue until an appropriate arrangement has been agreed upon or until all desirable Proposers have been rejected. No Proposer shall have any rights against HCPS arising from such negotiations.
- 2.4.2 There will be no interim briefing regarding the status of a particular proposal until evaluation of all proposals is complete.
- 2.5 **Time Schedule:** The dates below are set for the convenience of the District. HCPS reserves the right to change the dates below when it is in its best interest. Date changes will be broadcast via the internet on (<https://www.vendorbid.net/hillsborough/index.asp?cookies=True>).

March 8, 2011	Last Day to Request Additional Information or Clarification.
March 22, 2011	Proposal Due Date.
March 23, 2011	Distribution of Proposals to Committee
TBD	Phase I: Committee meeting
TBD	Phase II: Committee meeting and presentation by proposer(s) 8:30 am – 4:30 pm, if necessary – location to be determined.
April 20, 2011	Committee recommendation of rankings.
June 14, 2011	Award by the Hillsborough County School Board.

3 PROPOSAL SUBMISSION FORMAT AND INFORMATION TO BE SUBMITTED

In order to maintain comparability and consistency in the review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit one (1) original along with four (4) exact duplicates (one (1) pdf formatted copy on a CD) for a total of five (5) proposals. Proposals not meeting the requirements below may be determined to be nonresponsive, non-responsive proposals will receive no further consideration.

- 3.1 **Table of Contents**: Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
- 3.2 **Tab 1 - Cover Letter**: Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. Include the following signed forms:

- 3.2.1 Addenda and Proposal Form
- 3.2.2 Dispute Resolution Clause
- 3.2.3 Fair Labor Standards Act - "Hot Goods"
- 3.2.4 Public Entity Crimes
- 3.2.5 Federal Debarment Certifications
- 3.2.6 Drug Free Workplace
- 3.2.7 Insurance Certificate

In this section, clearly demonstrate your Proposer's familiarity with consulting services for E-Rate projects.

- 3.3 **Tab 2 - Qualifications**: Summarize the qualifications of the Proposer. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of HCPS contract.
- 3.4 **Tab 3 - References**: Please provide the three (3) largest account or completed projects by filling in the top portion only of the Reference Release Form (Section 14). You will have to make two copies of the blank form to have three total. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. The District may contact these references during the evaluation process. HCPS may utilize other references information on a Proposer's capability to determine performance history. Negative references, in HCPS sole discretion, may be cause for disqualification of Proposer.

If proposer has more than three references to provide, (within the past five (5) years), the following information must be provided:

- 3.4.1 Contract/Project Name/Description.
- 3.4.2 Agency/department/office for which performed.
- 3.4.3 Dates of the contract.
- 3.4.4 Owner's contract/project manager or other representative.
- 3.4.5 Consultant's role and level of involvement.
- 3.4.6 Contact person.
- 3.4.7 Dollar value of the contract.
- 3.4.8 The District reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- 3.5 **Tab 4 - Scope of Services:** The Proposer must; acknowledge agreement with the specific requirements of the items in Section 7, provide reports or samples if requested, indicate any exceptions to the scope of services of the RFP, or alternatives for the District to consider. Summarize your approach and understanding of the services and any special considerations of which the District should be aware. Provide a comprehensive implementation plan.
- 3.6 **Tab 5 - Pricing:** Provide all inclusive hourly rate pricing. HCPS will not reimburse for travel, expenses, or miscellaneous costs. The District reserves the right to audit hours billed for services. Proposer should include estimated time frames for providing services as detailed in Scope of Services.
- 3.7 **Tab 6 - Small Business Enterprise (SBE) Participation:** HCPS expects participation of HCPS Office of Supplier Diversity (OSD) approved SBE vendors in the provision of goods, services, and construction. If third-party agreements are necessary for the Awarded vendor(s) to complete this contract, the District recommends using an OSD approved SBE vendor. Proposer will indicate whether third-party vendors are OSD approved small business enterprises, or provide a plan to incorporate small business enterprises in the project. Provide evidence (copies) of any certifications. An on-line directory of all OSD approved DBE vendors may be reviewed by visiting the OSD website at <https://www.sdhc.k12.fl.us/OSD/VendorDirectory/>.

The contact information below is for the HCPS Office of Supplier Diversity (OSD). This office can provide you with an online directory of all certified small businesses by commodity or service. Vendors appearing on the website will be accepted by HCPS as a certified small business enterprise if the contractor submits with their bid response a copy of the certificate from the OSD.

HCPS Office of Supplier Diversity
Mr. Henry Ballard, Supplier Diversity Officer
4901 East Dr. Martin Luther King, Jr. Blvd.
Tampa, Florida 33605
Phone: (813) 635-1240
Fax: (813) 635-1245

- 3.7.1 **SBE Eligibility:** Any business with a staff of 100 employees or less, whose average net-income is equal to or less than \$2,000,000 and its net worth is equal to or less than \$3,000,000. Each business applying

for Registration must meet the following eligibility standards: (i) must be an independent business that is principally domiciled in the Tampa Bay area (Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, or Sarasota Counties). (ii) Must have been in existence and served the Tampa Bay Area in a commercially useful capacity for no less than one (1) year prior to application. (iii) Be a business with a staff of 100 employees or less. (iv) Must have an average net income of \$2,000,000 or less and a net worth of \$3,000,000 or less. (v) Must be certified with one of the following agencies: City of Tampa, Florida Statewide & Inter-Local Certification, Hillsborough County, or Florida Minority Supplier Development Council (FMSDC).

3.7.2 **BUSINESS UTILIZATION REPORT:** In order to facilitate an effective monitoring system, each contractor, bidder, or proposer must submit a completed and signed Utilization Report with the bid submission which lists the names, addresses and contact persons of all subcontractors, if any, to be used in the contract, the type of work each business will perform, the dollar value of the work and the scope of work. The Utilization Report submitted by the contractor shall be submitted as a part of the contract with HCPS. If the information contained in the Contractor's Utilization Report changes by the time the contract is executed, the Contractor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

3.7.3 **SUBCONTRACTOR PARTICIPATION:**

3.7.3.1 A prime contractor must identify S/M/WBE utilization expenditures to certified S/M/WBE and OSD approved subcontractors that perform a function in the work of the contract.

3.7.3.2 A subcontractor must identify whether they enter into second tier subcontracts with an S/M/WBE subcontractor to ensure completion of work.

3.7.4 **OSD REVIEW OF UTILIZATION REPORT:** The Contractor and its subcontractors agree to provide such information as OSD shall request regarding the utilization of small, minority, and women-owned business enterprises. The Contractor shall supply an updated Utilization Report to the OSD on a quarterly basis.

3.8 **Tab 7 - Customer Support Services:** Explain your company's policy regarding quality assurance/quality control.

3.9 **Tab 8 - Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific contract.

4 INSTRUCTIONS TO PROPOSER

- 4.1 All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.
- 4.2 Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The District reserves the right to make any final determination of the applicability of the Public Records Law.
- 4.3 In order to conduct business under this proposal, HCPS requires that the Proposers have a current vendor application on file at (<https://www.vendorbid.net/hillsborough/index.asp?cookies=True>). Failure to comply with this condition may cause the Proposer(s) to not be awarded any business with HCPS.

Those interested in responding to and receiving addenda to this RFP, or any other District procurement opportunity, must log on to (<https://www.vendorbid.net/hillsborough/index.asp?cookies=True>) and select "Current Bids". Search for the bid referenced in the notification and view the document(s). If you are interested in submitting a response (bid, proposal, quote, etc.), and receiving updates (Addendum, Recommendation, Award Notifications) you must select "Participate" to continue receiving notifications and updates for the solicitation.

- 4.4 Any Proposer with additional questions or in doubt as to the true meaning of any part of this RFP or related document(s) may submit a written request for clarification to the RFP writer indicated on page 1 via email, no later than the "Last Day to Request Additional Information or Clarification" identified in Section 2.5 Time Schedule. Any interpretation to a Proposer shall be made only by addenda duly issued. All Addenda will be posted and disseminated by VendorBid.net (<https://www.vendorbid.net/hillsborough/index.asp?cookies=True>).

- 4.4.1 The request must contain the Proposer's name, address, telephone number, and facsimile number. Electronic facsimile will be accepted at (813) 272-4390. Facsimiles must have a cover sheet, which includes at a minimum the Proposer's name, address, number of pages transmitted, telephone number, and facsimile number.

Prior to submitting the proposal, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from VendorBid.net for attachment to the proposal.

- 4.5 HCPS will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 4.6 Four (4) copies (one copy shall be on CD) plus the original, for a total number of five (5) proposals, are to be submitted in sealed envelopes (use the label provided on page 2), displaying the name, address, and telephone number of the Proposer. HCPS is not responsible for discrepancies or inconsistencies provided in Proposer responses.
- 4.7 HCPS will receive sealed proposals until the date and time indicated on the cover sheet. Proposals must be delivered to the Procurement Office at the stated address and receipt will be recorded at the stated date and time. Proposals received in unidentifiable envelopes are sent at the Proposer's risk and HCPS will assume no responsibility as to receipt. Proposals received after the date and time indicated on the cover sheet will be date and time stamped received and returned to the Proposer. It will be the Proposer's responsibility to get the proposal to the correct location and on time. Please note that the official clock, for the purpose of receiving proposals, is located in the Procurement Department.
- 4.8 **Purchase Order:** The award of the proposal shall not constitute an order. Before any services are provided, Proposer must receive a purchase order. Services shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.
- 4.9 **Tie Proposal:** In the event of a "tie" proposal, award will be decided in the following descending order until the "tie" proposal has been resolved:
- 4.9.1 business that certifies that it has implemented a drug-free workplace in accordance with the provision of Florida Statute 287.087;
 - 4.9.2 OSD approved small business enterprise vendor;
 - 4.9.3 S/M/W/BE business certified by a governmental entity in Hillsborough County;
 - 4.9.4 S/M/W/BE business certified by a governmental entity in the Tampa Bay area;
 - 4.9.5 Florida certified S/M/W/BE owned business;
 - 4.9.6 Business located in Hillsborough County, Florida;
 - 4.9.7 Business receiving the larger dollar award on other items within the bid;
 - 4.9.8 Business located in Florida;
 - 4.9.9 Flip of a coin.
- 4.10 Recommended awards will be posted for review by interested parties at Hillsborough County Public Schools, Procurement Department, 901 East Kennedy Boulevard, 3rd Floor, Tampa, Florida 33602 and are posted to the VendorBid.net website. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

- 4.11 RFP tabulations, recommendations, or notices will not be automatically mailed.
- 4.12 An officer of the company who is legally authorized to enter into a contractual relationship in the name of the Proposer or business entity must sign the proposal.

5 GENERAL TERMS AND CONDITIONS

- 5.1 HCPS, at its sole and absolute discretion, may reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the proposals received as a result of this RFP. HCPS also reserves the right to request clarification of information from any Proposer(s).
- 5.2 All expenses involved with the preparation and submission of proposals to HCPS, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.
- 5.3 HCPS may require the Proposer to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Proposers will be notified of the date(s) and time(s) of any such oral presentation(s), if needed.
- 5.4 This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and HCPS. No modification of this RFP, except by addendum issued by HCPS, shall be binding on HCPS.
- 5.5 It is understood and agreed between the parties hereto that the District shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, the District shall notify Awarded vendor(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to the District of any kind whatsoever.
- 5.6 The award made pursuant to this RFP is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the School District. Further, all Proposers must disclose the name of any HCPS employee(s) who own directly, or indirectly, an interest of five (5%) percent or more in the Proposer or any of its branches or subsidiaries.
- 5.7 Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 5.8 There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.
- 5.9 The General Manager of Procurement may terminate this contract in whole or in part when it is in the best interest of HCPS. Notification of termination must be in writing and issued by the General Manager of Procurement or designee.
- 5.10 Should any Proposer fail to enter into a contract with HCPS, on the basis of the submitted proposal by said Proposer, the Proposer acknowledges that Proposer shall be liable to the District for any lost revenue.

- 5.11 Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Hillsborough County, State of Florida. The laws of the State of Florida shall govern this transaction. The Proposer(s) or Awarded vendor(s) agree that any and all notices, pleadings, and processes may be made by serving two (2) copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing, by return mail, an additional copy of the same to the Proposer(s) or Awarded vendor(s) at the address shown herein. Service shall be considered as valid personal service and judgment may be taken if, within the time prescribed by Florida Law or Rules of Civil Procedure, Appearance, Pleading, an answer is not made.
- 5.12 The contract terms and conditions stipulated in this RFP are those desired by HCPS and preference will be given to those proposals in full or substantial compliance therewith. However, after allowance for any deviations, all proposals will be considered. Proposers are cautioned that restrictive deviations from the desired program must be clearly stated in the proposal response.
- 5.13 With the consent and agreement of the Awarded vendor(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this RFP that the submission of any proposal, in response to this advertised request, shall constitute a proposal made under the same conditions, for the same contract price, and for the same effective period as this proposal to all public entities in Hillsborough County if they so request.
- 5.14 No Proposer may withdraw their submittal for a period of one hundred twenty (120) days after the date of opening.
- 5.15 **Rental Equipment:** Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by HCPS. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. These items must be received by HCPS consultant/representative at least ten (10) working days before the deadline for submission of Awarded vendor(s)'s request for payment dates.
- 5.16 **Accounting and Invoicing:** HCPS complies with the Florida Prompt Payment Act (ss. 218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All accounting and invoicing correspondence must reference a HCPS purchase order number. All accounting and invoicing correspondence must reference an HCPS purchase order number.
- 5.16.1 Original invoices shall be submitted to HCPS Accounts Payable Department, as provided for on the purchase order.
- 5.16.2 All service agreements require a duplicate invoice, clearly identified as a "duplicate" or "copy" to the ordering department or designated project leader.

- 5.16.3 Individual purchases may be covered by purchase orders issued against the contract as item(s) are required and/or blanket purchase orders will be issued.
- 5.16.4 Payment for services shall be made by submission of a monthly invoice. The monthly invoice will include all scheduled services and/or product purchased completed and/or purchased during the one-month period.
- 5.16.5 HCPS personnel may choose to use a Visa Purchasing Card in place of a purchase order to make purchases from this bid. Unless exception to the condition is acknowledged on the Bid Response Form, the bidder, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.
- 5.16.6 For actual deliveries made, payments shall be made on a per order basis.
- 5.17 **Certificate of Insurance:** The Awarded vendor(s) shall have, prior to performance, a certificate of insurance showing:
Liability \$1,000,000 minimum, and
Property \$1,000,000 minimum, or
\$5,000,000 combined single limit (CSL), in lieu of the above.
For all awarded contracts, Hillsborough County Public Schools must be listed as additional insured on the certificate. Certificates with the valid endorsement shall be provided to the General Manager of Procurement, or designee, within two (2) weeks of the contract award.
- 5.18 **Automobile Liability Insurance:** The Awarded vendor(s) shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one hundred thousand (\$100,000) dollars per claimant, one million (\$1,000,000) dollars per occurrence, or five million (\$5,000,000) dollars combined single limit (CSL). For all awarded contracts, Hillsborough County Public Schools must be listed as additional insured on the certificate.
- 5.19 **Workers' Compensation Insurance:** The Awarded vendor(s) shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is sublet, the Awarded vendor(s) shall require the sub-contractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees, unless such employees are covered by the protection of the Awarded vendor(s). Awarded vendor(s) also agree to supply evidence of such coverage with the submission of this proposal. Awarded vendor(s) agree to indemnify and hold harmless schools and facilities from and against any and all liability, which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of the negligence of the School District, its agents, or employees.
- 5.20 **Indemnification:** Upon notification of award, the Awarded vendor(s) shall indemnify and hold harmless the School District as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall

be deemed to affect the rights, privileges and immunities of the School District as set forth in Florida Statutes.

5.21 **Trade Secrets**: All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.

5.22 **Safety**: The District Safety Office will monitor and enforce compliance by all Awarded vendors and sub-contractors that provide services and/or products to the District.

5.22.1 It is the intent of the District that all Awarded vendors and sub-contractors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to District operations. The Awarded vendor(s) may be required to supply a written copy of their Safety Program/Manual for review after contract award. Periodic review of the Awarded vendor(s)'s safety manual -and operations may be conducted. All Awarded vendors and their employees, including sub-contractors, performing work under the terms of this contract will follow safe working practices at all times, as well as comply with all Federal, State, Local, and District safety policies and procedures. This includes the operation of vehicles and equipment on District owned property. Any accidents, injuries, or incidents occurring on District property shall be immediately reported to the District Safety Office.

5.22.2 **Material Safety Data Sheets (MSDS)**: In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have a published MSDS. Each MSDS must be written in English and Spanish and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. Information must be provided on the: physical and chemical characteristics of the hazardous chemical, known acute and chronic health affects and related health information, exposure limits, whether the chemical is a carcinogen as identified by NTP, IARC or OSHA, emergency first aid procedures, and the identification of the organization responsible for preparing the MSDS.

5.22.3 The Awarded vendor(s) and their employees, including sub-contractors, performing work under the terms of this contract will follow the best environmental working practices at all times. The Awarded vendor(s) shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to District operations, as well as comply with all Federal, State, Local, and District environmental policies and procedures. The Awarded vendor(s) may be required to supply a written copy of their Environmental Program/Manual for review after contract award. Periodic review of the Awarded vendor(s)'s environmental manual and operations may be conducted. Awarded vendor(s) and sub-contractors will be responsible for removal and clean up of all contamination (or potential contamination) when it occurs or is identified by the District Safety Office.

5.22.3.1 All incidents shall be immediately reported to the District Safety Office.

5.22.4 **Hazard Notification-Asbestos Containing Materials (ACM) and Lead Based Paint (LBP)**: ACM and LBP are present in many District buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, a hazard may be created when ACM and LBP are disturbed. It is the responsibility of the Awarded vendor(s) or subcontractor to contact the District Safety Office before commencing any work that may disturb any ACM or LBP at District facilities.

5.22.5 **Assignment**: Successful Proposers, whether under separate contract or not, shall not assign any part or whole of this bid or agreement to another party, subcontractor, or company nor shall they assign any money due or to become due to him hereunder, without the previous written consent of HCPS.

6 SPECIAL PROVISIONS

6.1 **Contract Term/Option To Renew**: The initial term of the contract shall be for a one (1) year period following Hillsborough County School Board approval.

6.1.1 The initial term of the contract shall be from June 15, 2011 through June 14, 2012 and the anticipated award date is June 14, 2011.

6.1.2 This contract may be renewed for four (4) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty (120) days prior to expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date. Upon mutual agreement this contract may be renewed beyond the four (4), one year periods for a period not to exceed 180 days.

6.1.3 All prices offered herein shall be firm against any increase for at least one (1) year from effective date of this proposed contract. After this date, it shall be the vendor's responsibility to notify the Procurement Officer in advance of any anticipated changes in prices and submit a request for a price increase by furnishing bona-fide manufacturer's documents or price list reflecting the changes.

6.1.3.1 HCPS reserves the right to accept or reject within thirty (30) days after the request for a price increase. If the price increase is rejected, the specific item in question will be canceled. If the price increase is approved, the price will remain firm for at least one (1) year from the date of the increase.

6.1.4 Should it become necessary for HCPS to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.

6.2 **Contract Termination**: HCPS shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than thirty (30) days prior to the date that such termination is to be

effective, or with such lesser notice as HCPS may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to HCPS. In the event HCPS shall elect to terminate this contract without cause, HCPS shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awarded vendor(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awarded vendor(s) shall have no further rights, and HCPS shall have no further obligation to the Awarded vendor(s), subsequent to the date of termination of this contract as specified in the written notice.

- 6.3 **Minimum Qualifications/Experience:** The Awarded vendor(s) shall maintain a current business license. The Awarded vendor(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awarded vendor(s) shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. HCPS reserves the right to request documentation at any time during the contract period.

6.3.1 Proposer(s) shall include a copy of all applicable licensing with their proposal.

- 6.4 **Inspection of Proposer's Facilities:** The District reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract.

- 6.5 **References:** Please provide three (3) references. The Proposer(s) shall complete the top half of the Reference Form, Section 14 (you must duplicate this form to provide the required number of references). Include the name of the customer, address, contact name, telephone numbers (including facsimile number), and e-mail address. Please include only references within the previous thirty-six (36) months. The District may contact these references during the evaluation process. HCPS may utilize other references information on a Proposer's capability to determine performance history. Negative references, in HCPS sole discretion, may be cause for disqualification of Proposer.

- 6.6 **HCPS Facility Security:** All personnel must coordinate with the facility's front office or security personnel. Awarded vendor(s)'s employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

6.6.1 It shall be the sole responsibility of the Awarded vendor(s) performing services for this contract to safeguard their own materials, tools, and equipment. HCPS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

- 6.7 **Jessica Lunsford Act:** Effective September 1, 2005, in order to comply with the Jessica Lunsford Act, vendors meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by the District's Human Resources Department which consists of FDLE/FBI search. Criteria: (i) Be at school when students are present, or (ii) Have direct contact with students, or (iii) Have access to or control of school funds.

Effective July 1, 2007, Senate Bill 988-High Risk Offenders, was signed into law. This bill amends the Jessica Lunsford Act provisions that require background checks for contractors on school grounds, and provides an opportunity for school districts to make allowable changes to their district procedure.

HCPS has decided to continue its current fingerprinting and background check requirements, and will not adopt the statutorily allowed changes with the exception of:

- 6.7.1 Contract employees who work, and at all times remain, in an area separated from students by a chain link fence that is at least six feet high, will not be subject to fingerprinting and background screening requirements. This exception will be determined through the Facilities Department as a part of the bid process. Contractors to whom this exception applies will be responsible for maintaining the required fence and for ensuring that workers do not enter any part of the school site which is beyond the fence. Failure of the contractor to meet this requirement will void the contractor's exemption.
- 6.7.2 If you have no personnel who meet any of the three criteria, the law does not apply to you; therefore you do not need to take action. The Technical Assistance paper for the Jessica Lunsford Act can be accessed at: <http://info.fldoe.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.
- 6.8 **Awarded Vendor(s)'s Personnel**: Awarded vendor(s)'s staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any HCPS facility.
 - 6.8.1 Qualifications of new or additional people working under this contract will be submitted to the District, in writing, for approval prior to conducting any service under this contract. Awarded vendor(s) will provide a list of all employees who will be working under the current contract, any additional personnel, and back-up personnel for each function.
 - 6.8.2 Employees shall wear a recognizable uniform. No hats shall be allowed indoors. Each employee performing work for HCPS must carry a picture ID issued by the State of Florida (drivers license or State issued ID) that shall be presented upon request while on HCPS property. This provision will be strictly enforced.
 - 6.8.3 Use of tobacco products shall only be allowed in designated areas.
 - 6.8.4 Awarded vendor(s)'s personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
 - 6.8.5 The Awarded vendor(s) shall not to use any Day Labor or temporary workers at any HCPS facility. This includes all personnel that are added subsequent to award. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.
 - 6.8.6 The employment of unauthorized aliens by any Contractor is considered a violation of Section 247 A (e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.

- 6.8.7 Possession of firearms will not be tolerated on HCPS property; nor will violations of Federal and State laws and any applicable HCPS policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this RFP.
- 6.8.8 "Firearm" shall mean any weapon (including a starter gun or antique firearm) which can, 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.
- 6.8.9 No person who has a firearm in their vehicle may park their vehicle on HCPS property.
- 6.8.10 If any employee of a Contractor or Sub-Contractor is found to have brought a firearm on HCPS property, said employee will be terminated from the HCPS contract by the Contractor or Sub-Contractor. If the Sub-Contractor fails to terminate said employee, the Sub-Contractor's agreement with the Contractor for HCPS contract shall be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate said employee, the Contractor's agreement with HCPS shall be terminated.
- 6.9 **Communications**: Awarded vendor(s) must provide a means to receive direct communications from HCPS. A copy of all written communication concerning contract discrepancies, issues, or concerns from the District and the Awarded vendor(s) shall be forwarded to the Procurement Officer upon issuance.
- 6.10 **Contract Administration**: HCPS will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Awarded vendor(s) shall be: contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to HCPS. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Awarded vendor(s)'s right to proceed further with this work. In such event, the Awarded vendor(s) will be paid only for materials used. The Awarded vendor(s) and their sureties may be liable to HCPS for any additional cost incurred by HCPS to complete the job. At this point, the Awarded vendor(s) shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by HCPS.
- 6.10.1 Failure of the Awarded vendor(s) to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract, at the discretion of Hillsborough County Public Schools.
- 6.10.2 HCPS reserves the right to terminate this contract, in whole or in part, should the need for the services cease to exist.
- 6.11 **Award Upon Cancellation**: Upon cancellation of any ensuing agreement, the District reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated proposal to the District for the unexpired term of the

canceled contract, or for a full year period, whichever is deemed to be in the District's best interest.

7 SCOPE OF SERVICES

- 7.1 Hillsborough County Public Schools (HCPS) is seeking proposals from qualified firms to provide an hourly rate service contract for consulting services for E-Rate Funding Year 2011-2012, 2012-2013 and 2013-14 as described in this Request for Proposal.
- 7.2 **Description of Consulting Services:** The selected Vendor will provide HCPS with the following services, and shall include in its proposal how it plans to handle each service:
- 7.3 **Application Services**
 - 7.3.1 Advise HCPS on eligibility of E-Rate Services
 - 7.3.2 Review RFP's, contracts and correspondence regarding E-Rate
 - 7.3.3 Assist in the completion of the required E-Rate Forms for the application cycle, including but not limited to Form 470, Form 471, Form 472, Form 486, and Service Certifications.
 - 7.3.4 Coordinate and oversee scheduling, creation, and follow-up of HCPS's paper and/or electronic application submissions.
 - 7.3.5 Confirm all monies are distributed directly from USAC to the District and are received by the proper District department.
 - 7.3.6 Research funding status year round, for current and to be funded applications
 - 7.3.7 Review and advise on the preparation of responses to USAC/SLD correspondences received by HCPS.
 - 7.3.8 Inform HCPS of invoicing deadlines and assist with the process as needed to ensure complete recovery of all eligible funds. This may include filing invoice extensions, calls with vendors, etc.
 - 7.3.9 Understanding the District's Educational and Technology Goals
 - 7.3.10 SLD Forms Assistance
 - 7.3.11 Project Planning
 - 7.3.12 Technical Recommendations
 - 7.3.13 Audit Assistance
 - 7.3.14 Monitoring Project Implementation
 - 7.3.15 Enhancing HCPS E-Rate Technology Plan
 - 7.3.16 Development and publishing of required E-rate Requests For Proposal
- 7.4 **Additional Support Services**
 - 7.4.1 Respond within one business day to HCPS questions.
 - 7.4.2 Advise HCPS on risk factors and strategies related to securing the maximum allowable E-Rate discounts.

- 7.4.3 Monitor and follow-thru on any HCPS interaction with USAC , the SLD, or any E-Rate project assigned auditors
- 7.4.4 Keep HCPS apprised throughout the year of the USAC/SLD changes to include emerging policies and issues and the possible effect they might have on HCPS. Keep HCPS apprised of new funding opportunities.
- 7.4.5 Maintain an active timetable calendar regarding the USAC/SLD applications activities and response requirements of USAC and/or the SLD.
- 7.4.6 Provide periodic USAC reports that show funds that are approved, claimed and remaining.
- 7.4.7 Consultant shall regularly update HCPS on current status of all consultant activities.

7.5 Additional Vendor requirements:

- 7.5.1 Each of the following should be addressed in response to this RFP Vendors must provide evidence of successful past performance in providing E-Rate consulting services.
 - Vendors are required to furnish current references.
 - Vendors are required to furnish names of key personnel who will be assigned to the HCPS account.
 - Vendors should indicate if they have experience with E-Rate audits for client organizations. If so, vendors should list audit results and findings.
 - Vendors must also disclose if they have Errors and Omissions ("E&O") insurance and if so in what amount.

7.6 Evaluation Methodology

- 7.6.1 The evaluation criteria include, but are not necessarily limited to, the following:
 - The vendor's qualifications, based on its performance history, the length of time and amount of E-Rate related experience.
 - The vendor's overall performance record, including responsiveness and reputation based feedback from available references.
 - The vendor's hourly fee.
 - The quality of the vendor's response, including completeness, accuracy and appropriateness.
 - Financial data to demonstrate the vendor is a viable and stable organization.

8 ADDENDA FORM AND PROPOSAL FORM

The signer of this proposal guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Hillsborough County Public Schools or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

Receipts of the following Addenda are hereby acknowledged: (List all Addenda as follows):

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Dated: _____ this _____ Day of 20__.

Name of Organization: _____

By: _____

Typed Name: _____

Title: _____

9 DISPUTE RESOLUTION CLAUSE

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer representative.

Representative's Name: _____

Telephone Number: _____

The District representative will be the General Manager of Procurement.

10 FAIR LABOR STANDARDS ACT – “HOT GOODS”

The undersigned hereby certify that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to the School District.

Company Official Signature: _____

Date: _____

11 PUBLIC ENTITY CRIMES

Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted Vendor(s) list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor(s), supplier, sub-vendor(s) 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 Florida Statute 287.01 7 for category two for a period of 36 months from the date of being placed on the convicted Vendor(s) list."

Company Official Signature: _____

Date: _____

12 FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

- 12.1 The prospective lower tier (\$25,000) 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.
- 12.2 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.

Company Official Signature: _____

Date: _____

U.S. CERTIFICATION (DEBARMENT AND SUSPENSION): A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be completed, signed and submitted with the bid in order for the submitted bid to be considered. Every time a bid is submitted, a new form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. A signature is required on Both the Form AND the Bidder Acknowledgement page. A signature on one document cannot be substituted for the signature required on the other documents.

**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 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

Project Name/RFP Title

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 on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms ``covered transaction," ``debarred," ``suspended," ``ineligible," ``lower tier covered transaction," ``participant," ``person," ``primary covered transaction," ``principal," ``proposal," and ``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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating 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.

13 DRUG-FREE WORKPLACE CERTIFICATION

Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals will be followed if none of the tied Awarded vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 13.1 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.
- 13.2 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.
- 13.3 Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 13.4 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 proposal, 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.
- 13.5 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.
- 13.6 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 COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

Company Official Signature: _____

Date: _____

14 REFERENCES

I _____ being of _____
(Name/Title) (Name of Company)
give Hillsborough County Public Schools, Florida authorization to check our company's previous performance.
Authorizing Signature: _____

REFERENCE							
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:				FAX NUMBER:			
STOP Remaining to be completed by reference							
TECHNICAL PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk							
Ability to identify and solve problems expeditiously							
Ability to employ standard tools/methods							
MANAGEMENT PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage subcontractors							

MANAGEMENT PERFORMANCE (continued)							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							
CUSTOMER SATISFACTION							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract/order?							
How would your rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Contractor again? ☐ YES ☐ NO							

Signature of Respondent: _____

Title of Respondent: _____