
Enterprise Data Warehouse – Oracle Environment

**Request For Proposal
1101007RFP**

Due Date/Time: February 14, 2011 2:00 p.m.
Pre-submittal Conference: January 26, 2011 10:30 a.m.
Request For Information Cut-off: February 1, 2011 5:00 p.m.



Procurement Services
Orange County Public Schools



ORANGE COUNTY PUBLIC SCHOOLS
PROCUREMENT SERVICES DEPARTMENT
445 W. Amelia Street, Orlando, Florida 32801 Telephone 407.317.3219
Fax 407.317.3414

REQUEST FOR PROPOSAL (RFP)
PROPOSAL ACKNOWLEDGEMENT FORM

Oracle Enterprise Data Warehouse # [1101007RFP](#)

Due Date/Time: February 14, 2011 at 2:00 p.m.
Request for Information (RFI) Cut-off Date: February 1, 2011

Sealed proposals must be received by Orange County Public Schools, Procurement Services Department, located at 445 West Amelia Street, Orlando, FL 32801 by the due date and time as indicated above. All proposals shall be submitted in sealed envelopes and clearly marked with the proposal number, title, proposal opening date, and time.

Certification

I The authorized representative below is duly authorized to sign this Proposal on behalf of respondent, company, or corporation and fully understands that by virtue of executing and returning this Proposal Acknowledgement Form represents complete and unconditional acceptance, unless otherwise noted as an exception (see Section 4) of the requirements, terms and conditions of this Request for Proposal and all appendices and any Addendum released hereto.

The proposer hereby agrees to provide the services and/or items specified in the RFP, at the prices quoted, pursuant to the requirements of this document.

Authorized Signature	Name & Title (printed)
Respondent Name	Federal I.D.
Mailing Address	
City	State Zip
Telephone Fax	E-Mail Address
Date of Proposal	Contact Person, Number

NOTE: This form must be completed and returned with your Proposal. All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). **Thank you for your interest in doing business with Orange County Public Schools**

Direct all inquiries to: OCPS Procurement Services
LOUEMMA CROMITY
Email: Louemma.Cromity@ocps.net
Fax: (407) 317-3414

PROPOSAL IDENTIFICATION LABEL

NOTICE TO ALL RESPONDENTS: For your convenience, a label has been provided to properly identify your proposal submittal. Place completed proposal in a sealed envelope, type or print company name and address on the label and affix the label to the front of the envelope or mailing package.

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR RFP REPLY ENVELOPE.

DO NOT OPEN - SEALED PROPOSAL - DO NOT OPEN

From: _____

Address: _____

RFP #: **1101007RFP**

TITLE: **Enterprise Data Warehouse – Oracle Environment**

PROPOSAL TO BE OPENED ON: February 14, 2011 AT 2:00 PM

DELIVER TO:

ORANGE COUNTY PUBLIC SCHOOLS
PROCUREMENT SERVICES
LOUEMMA CROMITY
445 WEST AMELIA STREET
ORLANDO, FL 32801

NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this Request for Proposal, please complete this form and return or fax, prior to the RFP due date established within, to:

Orange County Public Schools
Procurement Services
Attn: **Lou Emma Cromity**
445 W. Amelia St., 4th Floor
Orlando, FL 32801
Fax (407) 317-3971 or (407) 317-3414

This information will assist Procurement Services in the preparation of future RFPs.

RFP Number: **1101007RFP**

Enterprise Data Warehouse – Oracle Environment

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Please check reason for a "no submittal."

____ Specifications "too tight", geared toward one brand or manufacturer (explain below)

____ Insufficient time to respond

____ Specifications unclear (explain below)

____ We do not offer this product/service or an equivalent

____ Our product schedule does not permit us to perform

____ Unable to meet specifications

____ Unable to meet bond requirements

____ Unable to hold prices respondent throughout the term of the contract period

____ Unable to meet insurance requirements

____ Other: _____

Print Name: _____

Signature: _____ Date: _____

If submitting this form, **only** this form needs to be returned.
It is not necessary to return the entire RFP package.

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SECTION 1

INTRODUCTION

Orange County Public Schools (hereafter referred to as “OCPS or The District”) is requesting solicitations from qualified Information Technology Management consulting firms for the purpose of providing consulting personnel with expert knowledge of Oracle’s database and Real Application Clusters (RAC) environment, data warehouse technical architectures, Oracle’s Extract, Transform and Load (ETL) tools and environments, and data structures.

OCPS EDW projects continue to expand the foundation of comprehensive enterprise-wide business intelligence aligned to OCPS goals. Current projects include expansion of EDW dashboards and data views that answer the question “**How do I monitor my school’s progress toward school grade**” and support the implementation of new statewide benchmarks that will be tested during the 2010 – 2011 FCAT 2.0 cycle. Additionally, data views continue to evolve to support changes in high school “**School Grade Calculations**” to align to the FLDOE’s phased in approach to new school grade rules and FCAT. Other initiatives include loading of student tests scores and other data necessary to support the implementation of teacher dashboards and data views that will be utilized to support the “Race to the Top” and “Teacher Incentive Fund” (TIF) grants initiatives.

ORANGE COUNTY PUBLIC SCHOOLS (OCPS) ORGANIZATION

OCPS is the 10th largest district in the nation and is the 4th largest in Florida. The District is the second largest employer in Orange County, Florida with over 24,000 full and part-time employees. OCPCS currently has 194 schools with approximately 177,000 fulltime students enrolled.

SECTION 2

SCOPE OF SERVICE

1. SCOPE OF SERVICES

The selected firm will be required to provide bid proposals on a project basis as outline in the Scope of Work and/or as an hourly rate per the job description also outlined in the Scope of Work. OCPS will determine the best award method for this project.

Scope Changes

OCPS may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. OCPS may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Consultant, which shall not be unreasonably withheld. If unusual quantity requirements arise, OCPS may solicit separate bids to satisfy them.

2. TECHNICAL ENVIRONMENT

OCPS currently utilizes several enterprise wide systems to support our business. We run SAP ECC 6.0 with EHP4 for our core business application. We use Pearson's SMS, version 7.3.1 as our student system, with plans to upgrade with 7.5 in the near future. We use Microsoft's Active Directory 2003 and Microsoft's Exchange 2007. The Enterprise Data Warehouse uses an Oracle 11.1.0.7.0 database, OWB 11.1.07 and OBIEE 10.1.3.4. We have approximately 24,000 employees and over 177,000 students. While all employees' currently have Active Directory accounts, many of our students are not currently provisioned Active Directory accounts.

3. FUNCTIONAL REQUIREMENTS

The vendor will submit proposals utilizing two options. The first Option shall be as an hourly rate for a Senior Principal and the second Option on a Project Basis.

PROJECT SCOPE TO INCLUDE, BUT IS NOT LIMITED TO:

- Identify, address, and correct all deficiencies in OCPS Embedded Data Warehouse (EDW) Real Application Clusters (RAC) environment.
- Implement Oracle's cluster verify scripts on the 8 servers that will become the two (2) new RAC clusters for OCPS EDW system and determine readiness for the cluster installation;
- Install Oracle 11gR2 RAC on the new four-node QA cluster, including ASM, Oracle Clusterware and RAC;
- Install Oracle 11gR2 on the four-node Production cluster, including ASM, Oracle Clusterware and RAC;
- Migrate OCPS existing EDW database to the newly build Production RAC cluster;
- Clone OCPS new Product EDW database to OCPS new QA environment;
- Prepare and submit documentation for the new RAC cluster environments to OCPS;
- Once the project has been completed, OCPS QA and Production EDW environments will meet all current Oracle standards for installation and will be fully supported by Oracle.

SR. ORACLE DATA WAREHOUSE DATABASE ADMINISTRATOR

Responsibilities:

Work with Enterprise Data Architect and Data Warehouse team to develop plans; leads, coordinates and administers matters related to database(s), including base definition, structures, documentation, upgrades, long-range requirements, operational guidelines and protection.

Determine and evaluate performance bottlenecks and recommend parallel executions as needed in an Oracle RAC environment.

Formulates and monitors policies, procedures and standards relating to database management

May direct the following: troubleshooting, recovery, tuning of the database, software installation and upgrades, resolving errors and failures, auditing activities, and resource utilization. More specifically, creates and manages large scale, highly available production databases under clustered environments.

Writes and maintains database documentation, including standards and procedures. Work with the data warehouse team on definitions for the data dictionary and logical and physical models of the databases.

Works with Systems Architects to proactively design and optimize databases and their underlying hardware and OS platforms to meet future capacity planning needs in a high growth environment.

Requirements:

BS in a technical discipline

8 or more years' experience with an Oracle platform, experienced in other DB platforms, including work with Linux

3+ years Oracle RAC experience including setup/installation

Strong UNIX shell scripting preferred

Must have worked in Oracle 9i/10g/11g environments, RAC, ASM, OEM 11g grid, 9i/10g/11g upgrades, Rolling/Oracle critical patchset implementation

Hands on experience in creating table partitions

High level of expertise in parallel operations and parallel executions

Must be highly skilled in creating Materialized views

Experience with relational schema design

Ability to communicate effectively in a large distributed software development organization

Hands on experience in using tools or custom scripts to monitor the health of the database

Hands on experience with running and interpreting performance monitoring utilities

Strong replication experience, in addition to backup and recovery implementations, either stand alone or using recovery management tools

Willingness to support production databases in a high quality and dynamic environment

Normal Business Hours 8:00 AM EST – 5:00 PM EST (Occasional off-hours work may be required)

Work Location – 445 West Amelia Street, Orlando Florida 32801

Consultant share provide the following:

- Provide experience professional personnel for the project duration primarily during normal business hours: Monday through Friday 8:00 a.m. to 5:00 p.m.
- Experience personnel in the area of Enterprise Data Warehouse ETL development using Oracle OWB. Knowledge of SAP data sources preferred.
- Commitment for the time frame specified or project duration.
- Provide Consultants with the tools to perform the required functions, i.e. computers, telephones, transportation, etc.
- Project Staffing – Identification of the qualifications and experience of key staff who will be directly involved in this project. Indicate specific software and hardware familiarity and knowledge level.
- Provide statement of qualification (Resumes) of each consultant recommended for the position. Resumes and qualifications should also reflect the following skills and abilities: (must be provided with your proposal)
 - Well-developed analytic abilities.
 - Ability to synthesize complex information and present findings accurately, clearly, and effectively.
 - Excellent writing and editing skills, and the ability to prepare clear, complete, and useful communication.
 - Ability to work independently or cooperatively with others.
 - Ability to interact with various levels of OCPS staff and management in a professional and courteous manner.
 - Ability to negotiate and resolve issues without confrontation.
- Statement of understanding of the project and the key outcomes.
- Proposed plan of work to achieve key outcomes.
- Jointly develop with OCPS anticipated outcomes and measurable goals with indicators of progress for the project duration.
- Project deliverables documents and related acceptance criteria with a proposed timeline. (must be provided with your proposal)

Employees, Sub-Consultants, and Agents

All Consultant's employees, sub-Consultants, or agents performing work under the Contract shall be properly trained who meet or exceed any specified training qualifications. To be submitted with proposal or 24 hours upon request, Consultant shall furnish a copy of technical certification or other proof of qualification. All employees, sub-Consultants, or agents performing work under the Contract must comply with all security and administrative requirements of OCPS. OCPS may conduct, and the Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-Consultant, or agent furnished by the Consultant. OCPS may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an OCPS's security or other requirements. Such approval shall not relieve the Consultant of its obligation to perform all work in compliance with the Contract. OCPS may reject and bar from any facility any of the Consultant's employees, sub-Consultants, or agents.

Personnel Matters

(a) Professional Qualification Requirements

The Consultant shall supply personnel meeting the qualifications specified in the Job Titles.

(b) Professionalism

Consultant's personnel shall adhere to the same professional and ethical standards of conduct required of OCPS employees and contractors. Consultant personnel shall not:

1. Discuss with unauthorized persons any information obtained in the performance of work not considered a public record pursuant to Chapter 119, Florida Statutes;
2. Conduct business not directly related to the requested scope of services on OCPS premises;
3. Use computer systems and/or other OCPS facilities for company or personal business other than work related to the requested scope of services; or
4. Recruit on OCPS premises or otherwise act to disrupt official OCPS business.

(c) Training

The Consultant shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any requested scope of services. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Consultant at its own expense except for the following:

- (1) When OCPS has given prior approval for training to meet special requirements that are peculiar to a particular scope of work request.
- (2) Limited training of Consultant employee(s) may be authorized when it is determined to be in the best interest of OCPS.
- (3) Training for Consultant employees to attend seminars, symposia, or user group conferences when certified by the Consultant and OCPS's Project Manager that attendance is mandatory for the performance of the requested scope of services.

When training is authorized by OCPS, under the conditions set forth above, OCPS will reimburse the Consultant for labor, tuition, and travel (if required) in accordance with the Contract and s. 112.061, F.S.

Authority

Consultant personnel shall not hold themselves out to be representatives, in any capacity, of OCPS. In all communications with third parties, Consultant personnel shall identify themselves as such and specify the name of the Consultant.

In all communications with other Consultants in connection with the requested scope of services, the Consultant personnel shall state that he or she has no authority to in any way change the Contract and that if the other Consultant believes a particular communication to be a direction to change the requirements of the requested scope of services, they should notify OCPS for the requested scope of services and not carry out the direction until a clarification has been issued by OCPS's Project Manager.

The Consultant shall insure that all of its personnel are informed of the substance of this section, and the substance of this section shall be included in all subcontracts at any tier.

5.8 Software Documentation Requirements

To the extent that any software is developed, modified, or otherwise procured under the requested scope of services, the Consultant is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. OCPS may address specific software documentation needs or standards in the appropriate requested scope of services.

5.9 Consultant Responsibilities

In accepting the Contract, the Consultant recognizes its responsibility for all scope of work and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the scope of work and Deliverables and agrees to be fully accountable for the performance thereof. In addition, the Consultant assumes full responsibility for the acts of all sub-Consultants.

The Consultant shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all scope of work it accepts, and shall have sole responsibility for the supervision, daily direction, control, and payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Consultant is accountable to OCPS for the actions of its personnel. Each scope of work will name OCPS; however, OCPS may be working members of teams and should not be expected to perform supervisory functions.

Consultant's management responsibilities include, but are not limited to, the following:

- Ensure personnel understand the work to be performed to which they are assigned.
- Ensure personnel know their management chain and adhere to Consultant policies and exhibit professional conduct to perform in the best interest of OCPS.
- Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Consultant performance and relationships with OCPS.
- Regularly assess personnel performance and provide feedback to improve overall performance.
- Ensure high quality results are achieved through performance.

The Consultant shall not perform any inherently governmental actions under this Contract.

Transition of Work

The Consultant agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of any scope of work or other contract, project, or other agreement, if necessary.

When appropriate, Consultant's management personnel shall meet with a successor Consultant to coordinate scope of work assignments transition. Discussions may include personnel transition to the successor Consultant or the transition of scope of work specific items such as OCPS or Consultant furnished supplies, materials, equipment, and services.

5.10 Treatment of OCPS Assets

Title to all property furnished by OCPS under this Contract shall remain in OCPS, and Consultant shall surrender to OCPS all property of OCPS prior to settlement upon completion, termination, or cancellation of assignment.

Any property of OCPS furnished to the Consultant shall, unless otherwise provided herein or approved by OCPS, be used only for the performance of the Services.

SECTION 3

INSTRUCTIONS TO PROPOSERS

1. PROPOSAL INSTRUCTIONS

Proposal Due Date: All proposals must be received no later than 2:00 p.m. EST, on February 14, 2011. The Respondent will be responsible for its timely delivery to Orange County Public Schools, Procurement Services, 445 West Amelia Street, Orlando, Florida 32801. It is the Respondent's responsibility to assure that his bid is delivered at the proper time and to the proper place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered and will be returned to the Respondent.

The Orange County Education Leadership Center (ELC) is a controlled access building. All visitors are required to check-in at the Reception Desk. If you are hand delivering a proposal, a time/date stamp is available at the Reception Desk. Date stamp your envelope/label and notify Procurement Services via the Lobby Telephone that you have delivered a proposal to the Reception Desk.

Provide one original with manual signatures, six copies of the proposal (for a total of 7), and one scanned copy of the original with signatures burned on a CD or DVD in PDF or TIFF format. Proposals must be sealed and clearly labeled **Enterprise Data Warehouse RAC environment Infrastructure Updates and Corrections, 1101710RFP** on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

All proposals must be signed by an officer or employee having authority to legally bind the Respondent(s). Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction. Respondents should become familiar with any local conditions which may, in any manner, affect the services required. The Respondent(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

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

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

2. TIME SCHEDULE

The District will attempt to use the time schedule as indicated below. Note: References to Education Leadership Center (ELC) address is: 445 West Amelia Street, Orlando, FL 32801. The below dates and times are subject to change. All changes will be posted to the Procurement website as it becomes available.

JANUARY 19, 2011	Solicitation Date
JANUARY 26, 2011	Pre-submittal conference at 10:30 a.m.
FEBRUARY 1, 2011	Request for Information cut-off 5:00 p.m. EST
FEBRUARY 14, 2011	Proposal opening at 2:00 p.m., ELC, Lobby Conference Room Proposal will be opened and the company names will be announced.
FEBRUARY 18, 2011	Evaluation Meeting (Tentative Date) if requested by OCPS
FEBRUARY 18, 2011	Notice of Intended Decision (Shortlist)
FEBRUARY 24, 2011	Presentations/Interviews (Tentative Date) if requested by OCPS
FEBRUARY 24, 2011	Notice of Intended Decision

3. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference is intended to be scheduled for 10:30 a.m. on January 26, 2011. The meeting will be held at the Educational Leadership Building, 445 West Amelia Street Orlando FL 32801

The pre-submittal conference will allow vendors to gain clarification regarding the solicitation.

4. REQUEST FOR INFORMATION

Questions: Any questions concerning the RFP should be directed in writing to Procurement Services Department, Orange County Public Schools. All requests for information shall be submitted by February 1, 2011 via email to Louemma.cromity@OCPS.net. Only the interpretation or correction so given by the Procurement Services Representative, in writing, shall be binding and prospective firms are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP and the selection process. All such interpretations and supplemental instructions will be in the form of written Addenda to the RFP.

Selection committee members, school board members and school board personnel (except the Procurement Services Representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of OCPS, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposals and continue through and include the date the Orange County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify your firm from consideration.

SECTION 4

PREPARATION OF PROPOSALS AND REQUIRED CONTENT

1. PROPOSAL PREPARATION

In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays and the like are neither necessary nor desired. Emphasis should be placed on skills and experience that respond to the needs of the School Board, the requirements of this RFP and completeness and clarity of content.

Proposals should be mechanically bound and should be limited to not more than 50 (8.5 inch x 11 inch) pages printed (font size minimum 10 pt) of on one side, including covers and dividers, and excluding financial information. Submissions in excess of 50 pages will not be disqualified; however, clarity, conciseness, and brevity of this document could be considered during the evaluation.

2. REQUIRED INFORMATION AND FORMAT

Proposals must provide the required information in the following order and format. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Copies of the proposal signed by an authorized representative of the respondent, including name, title, address and telephone number of one individual who is the respondent's designated representative.

3. TABLE OF CONTENTS

Include a table of contents for clear identification of the material by tab number listed below:

4. TAB 1 - COMPLIANCE REQUIREMENTS

This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration. Submittals shall include the following:

- Proposal Acknowledgement Form. Complete the form as provided, sign and include with your submittal. Any modifications or alterations to this form shall not be accepted and proposal will be rejected. The enclosed original Acknowledgment Form is the only acceptable form.
- Respondent must be properly registered, licensed and certified:
 - Type of Business (**Refer to Appendix E**): The Respondent shall identify the type of business entity involved (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.) The Respondent shall identify whether the business entity is incorporated in Florida, another state, or a foreign country. Indicate years in business; changes in ownership, and other information to verify financial responsibility.
 - If the Respondent is a corporation, provide a copy of the certification from the Florida Secretary of State verifying respondent's corporate status and good standing, and in the case of out-of-state corporation, evidence of authority to do business in Florida.
 - Provide the Federal Employer Identification Number of the Respondent. In the case of a sole proprietorship or partnership, provide the Social Security numbers for all owners/partners.

- Respondent must demonstrate financial stability to OCPS. Respondent must provide at a minimum, the following financial information:
 - A Statement regarding respondent's financial stability including information as to current or prior bankruptcy proceedings.
 - Dun & Bradstreet (D&B) Supplier Evaluation Report (SER). **OR** Certified Financial Statements – Copy of the most current audited financial statement, All costs associated with this report shall be borne by Respondent ,
 - Vendor Statement of Qualifications (See **Appendix C**)
- Principals: The Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in the respondent's firm. (Add to Appendix C)
- Conflict of Interest Statement: See "Statement of Affirmation and Intent" (Refer to **Appendix D**) included in this package.
- License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies. Add to Appendix C
- Litigation: Provide a statement and detailed description of any litigation or regulatory action that has been filed against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team proposers, submit the requested information for each member of the joint venture or team. Add to Appendix C

5. **TAB 2 – EXPERIENCE, QUALIFICATION AND REFERENCES**

Respondent must have a proven track record that demonstrates success in implementing an Identity Management System.

- **Organizational History, Structure and Authoritative Direction of Control:** Describe the history, structure and authoritative direction of control of your organization with particular emphasis on your experience in providing Identity Management System Solutions.

Provide an organizational chart of your administrative staff.

- Respondent must demonstrate a record of company stability for the last three years and provide information supporting evidence as follows:
 - State number of years in business
 - State the location, address, and telephone number of firm's offices.
 - Discuss any name changes, changes in ownership, reorganizations, etc.
 - Vendor Statement of Qualifications (See **Appendix C**)

List current or recently completed projects which best illustrate the experience of the firm (. Include the following for each:

- Name and location of the engagement.
- The nature of the firm's responsibility on the engagement.
- Name, address, telephone, and fax number for each project contact who may be contacted as a reference.
- Date engagement was completed or is anticipated to be completed.
- Size of engagement (project dollar value).
- Services for which the firm's staff was responsible.
- Present status of the engagement.
- The firm's key professionals involved on the engagement and who of that staff would be assigned to the program covered by this RFP.

- **References**

Respondent's Reference Form (**Appendix B**)

The district may check references listed by the respondent.

- **Administration and Staff Qualifications:** Describe the qualifications and experience of the partners, managers, supervisors, senior staff, OCPS service, and other professional staff that will provide the services to OCPS. Respondent shall ensure that staff has all required licenses, certifications, and training appropriate for such persons' role and function within the firm. Documentation that describes job qualifications and experience will be acceptable. **Provide the name and contact information** for the point of contact for these services.
- **Selecting, Training and Evaluation:** Describe your procedures for recruiting, selecting (including background checks), training and evaluating all staff. Detailed information of staff orientation and on-going training including frequency and training agendas must be included.

6. **TAB 3 - SCOPE OF SERVICES**

Please provide a detailed summary of the firm's plan to accomplish the various objectives as stated in Section 2 herein.

- Complete and include **Appendix G** and **Appendix H**

7. **TAB 4 - MWBE/LDB PARTICIPATION**

MWBE/LDB Participation: Respondents who are certified MWBE or LDB will be eligible for up to one hundred percent of the allocated weighted points, and Respondents who subcontract with an MWBE or LDB will be eligible for weighted points. Respondent must be able to demonstrate compliance with the following:

- Provide status on **Appendix I**.
- Tier Participation – Respondent's have included in their proposal a commitment to subcontract at least twelve percent (12%) of its business related to this RFP with one or more MWBE/LDB respondents. (Refer to **Appendix K**)
- Local Developing Business eligible respondents must complete **Appendix J** and **Appendix L**

Respondents **must submit signed Letter of Intent** with their proposal for all MWBE or LDB sub-Consultants identified on the Schedule of Sub-contracting prior to award. These Letters of Intent must indicate the scope of work to be performed by every MWBE or LDB, plus the percentage of the contract fees to be contracted to the listed sub-Consultant.

The awarded Consultant's responsibilities and requirements are itemized below:

- Incorporate a prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Consultants.
- File copies of **all executed sub-Consultant agreement/contracts** between the **Consultant and all MWBE or LDB sub-Consultants** on the project to OCPS Office of Business Opportunity.
- The prime Consultant shall submit an updated quarterly MWBE and LDB utilization report for all contracts. The required reports are to be submitted to the Office of Business Opportunity on a date agreed upon by both parties.
- The awarded prime Consultant shall not substitute, replace or terminate any MWBE or LDB respondent without prior written authorization of OCPS, nor shall the prime reduce the scope of work or monetary value of a sub-Consultant without written authorization of OCPS. The prime Consultant shall notify the Office of Business Opportunity of any additional awards to the MWBE or LDB respondents on the prime Consultant's team and the addition of any new MWBE or LDB respondent to the prime Consultant's team on that project.

Execution of the contract between OCPS and the Respondent shall be contingent upon the filing of executed contracts between the Respondent and the MWBE or LDB subs listed on the Schedule of Sub-contracting.

Please note that failure to comply with the above special conditions may be cause for contract termination.

8. **TAB 5 - PROPOSAL PRICING**

- The submittal shall include the respondent's proposed pricing as requested on the Proposal Price Sheet (**Appendix A**). It is expected that all respondents offer educational discounted rates. The School Board reserves the right to accept or reject proposed pricing.
- The School Board will not pay fees for travel time or mileage to or from school district offices or within Orange County, or travel time to court appearances.

9. **TAB 6 - ADDITIONAL INFORMATION**

Any additional information or data which the Respondent deems essential to the proposal and for consideration, should be included in a separate section of the submittal titled, "Additional Information." If there is no additional information to present, state in this section "There is no additional information that we wish to present."

SECTION 5

EVALUATION OF PROPOSALS

1. **EVALUATION OF PROPOSALS**

Proposals will be reviewed and evaluated by the Proposal Evaluation Committee as described herein.

2. **PROPOSAL OPENING**

Proposal submittals will be received and publicly opened. Only the names of respondents will be read at this time.

3. **PROPOSAL EVALUATION COMMITTEE**

A Proposal Evaluation Committee (PEC) will convene, review, evaluate and rank all valid responses submitted based on the evaluation criteria.

The Proposal Evaluation Committee reserves the right to interview any, all or none of the Respondents that responded to the RFP and to require formal presentations with the key personnel who will administer and be assigned to work on behalf of the contract before recommendation of award.

The Proposal Evaluation Committee reserves the right to conduct site visits of the respondent's facilities and/or of a current project they are managing.

Public Notice of PEC meetings will be posted on OCPS Procurement Services website: www.procure.ocps.net

4. **EVALUATION PROCESS**

OCPS will not be under any requirement to complete the evaluation by any specific date and reserves the right to suspend or postpone the evaluation process should the need arise due to budget constraints, time constraints or other factors as directed by the School Board. However, it is anticipated that the review/evaluation process will be completed in a timely manner. Procurement Services staff will participate in an advisory capacity only,

6. EVALUATION CRITERIA

Only proposals that meet the compliance requirements will be evaluated based on the following criteria.

<u>Shortlist Evaluation Criteria</u>	Possible Points	Maximum Weight Value
I. Experience and Qualifications	100	45%
II. Methodology	100	30%
III. MWBE/LDB Participation	100	10%
IV. Proposal Price	<u>100</u>	<u>15%</u>
	400	100%

The Procurement Representative shall calculate all scoring and determine a ranking of all respondents. The PEC shall determine if presentations/interviews are necessary.

Presentations/Interviews: Should the PEC members request presentation or interview from shortlisted respondents the following evaluation criteria will apply:

<u>Presentation/Interview Evaluation Criteria</u>	Possible Points	Maximum Weight Value
I. Ability to Perform Work	100	50%
II. Experience	100	25%
III. Cost Containment Strategies	<u>100</u>	<u>25%</u>
	300	100%

Ability to Perform Work

- The quality of being able to perform; a quality that permits or facilitates achievement or accomplishment.

Experience

- Activity that includes training, observation of practice, and personal participation.
- The period of such activities.
- Knowledge, skill, or practice resulting from this.

Cost Containment

- Process of maintaining organizational costs within a specified budget; restraining expenditures to meet organizational or project financial targets.
- Reducing expenditures or the rate of growth of expenditures.

The Procurement Representative shall calculate all scoring and determine a ranking of the short listed firms based on the presentation/interview evaluation criteria. The highest ranked firm will be recommended for negotiation and award.

7. RIGHT TO NEGOTIATE

OCPS reserves the right to negotiate price and contract terms and conditions with the most qualified firm(s) to provide the requested service. If a mutually beneficial agreement with the highest ranked firm is not reached, the District reserves the right to enter into contract negotiations with the next highest ranked firm and continue this process until agreement is reached. Respondents are cautioned to provide their best offer initially.

8. AWARD AND CONTRACT

Award shall be made to the most responsive and responsible Respondent whose proposal is determined in writing to be the most advantageous, bringing "best value" to meet the criteria of OCPS. Following the selection and upon final negotiation of the Contract terms and conditions with the top-ranked firm, recommendation(s) for contract award, as required, will be submitted to the Superintendent. The Superintendent will recommend to the School Board the award or rejection of any and/or all proposal(s).

SECTION 6

DEFINITION OF TERMS

Addenda - Written or graphic instruments issued prior to the date for opening of proposals, which modify or interpret the Proposal Documents by additions, deletions, corrections or clarifications.

Agreement - The written Agreement between OCPS and CONSULTANT covering the Work to be performed; other Contract Documents are incorporated in or referenced in the Agreement and made a part thereof as provided therein.

"And"/"Or" - The word "and" shall also mean "or", and the word "or" shall also mean "and" whenever the contents or purpose so require.

Contract - The "Contract" shall mean the Contract Documents as defined and listed herein, advertisement, Request for Proposal, Scope of Work, Contract Agreement, Payment and Performance Bonds, General and Special Conditions, together with all Addenda and supplemental agreements concerning the project.

Consultant - The "Consultant" shall mean the individual or respondent offering these goods and services, which a Contract has been executed, and which the respondent is legally obligated, responsible, and liable for providing and performing any and all of the goods, services, work and materials, including services and/or work of sub-Consultants, required under the covenants, terms and provisions contained in the Contract and any and all Amendments thereto.

Joint Venture - New firm formed to achieve specific objectives of a partnership like temporary arrangement between two or more firms.

Laws and Regulations - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

Lobbying - Lobbying is defined as any action taken by an individual, respondent, 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 posted recommendation on the award of this contract.

Notice of Award - The written notice of the acceptance of the Proposal from OCPS to the Consultant.

Notice to Proceed - The written notice issued by OCPS to the CONSULTANT authorizing the Consultant to proceed with the Work and establishing the date of commencement of the contract time.

OCPS – For the purposes of this proposal, OCPS shall mean "Orange County Public Schools, "The District", OCPS" and "Authorized Purchaser"

Partnering – Establishing a long term win-win relationship based on mutual trust and teamwork, and on sharing of both risks and rewards. The objective is to focus on what each party does best, by sharing financial and other resources, and establishing specific roles for each participant.

Proposal - An executed offer submitted by a Respondent in response to a request for proposals and intended to be used as a basis for negotiations for a contract.

Request for Proposals (RFP) - The solicitation for services, including all supporting documents and attachments, used to obtain statements of qualifications from Consultants or consultants and which provides for negotiation of all terms of the proposal, including price, prior to award.

Respondent - For the purposes of this proposal, any person, respondent, corporation or agency submitting a response to this Request for Proposal or their duly authorized representative. The word Respondent, proposer or potential supplier may be used interchangeably within the Request for Proposal.

Responsible Respondent – Respondent who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

Responsive Respondent – Respondent that has submitted a proposal that conforms in all material respects to the solicitation.

Scope of Work - Includes the Work, as the term is herein defined, as well as the responsibility for performing and complying with all incidental matters pertaining thereto, as set out in the Contract Documents.

SECTION 7

GENERAL TERMS AND CONDITIONS

1. **AGREEMENT**

A contract or agreement will be released, after award, for any work to be performed as a result of this RFP. The proposal, negotiated terms, and the contract will constitute the complete agreement between Respondent and OCPS. If Respondent requires an additional contract, then Respondent should include their sample contract as an attachment to the proposal submitted for review.

2. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Respondent without prior written consent of the School District.

The Respondent herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

3. **SUSPENSION OF WORK**

OCPS may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. OCPS shall provide the Consultant written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Consultant shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Consultant, OCPS shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Consultant to any additional compensation.

4. **TERMINATION FOR CONVENIENCE**

OCPS, by written notice to the Consultant, may terminate the Contract in whole or in part when OCPS determines in its sole discretion that it is in the State's interest to do so. The Consultant shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Consultant shall not be entitled to recover any cancellation charges or lost profits.

5. **TERMINATION FOR CAUSE**

OCPS may terminate the Contract if the Consultant fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Consultant shall continue work on any work not terminated. Except for defaults of subConsultants at any tier, the Consultant shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Consultant. If the failure to perform is caused by the default of a subConsultant at any tier, and if the cause of the default is completely beyond the control of both the Consultant and the subConsultant, and without the fault or negligence of either, the Consultant shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Consultant to meet the required delivery schedule. If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of OCPS. The rights and remedies of OCPS in this clause are in addition to any other rights and remedies provided by law or under the Contract.

6. **CANCELLATION OF AWARD/TERMINATION**

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

OCPS, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving 90 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, OCPS will be relieved of all obligations under said contract. OCPS will be required to pay to the Respondent(s) only that amount of the contract actually performed to the date of termination. Access to any and all work papers will be provided to OCPS after the Termination of the contract.

The awarded Consultant will have the option to terminate the contract upon written notice to the Senior Director of Procurement Services. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by Consultant may result in removal from Respondents/Respondent list for a period of three years.

7. **CONFLICT OF INTEREST**

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

8. **CONTRACT TERM**

Respondent(s) shall serve at the pleasure of the School Board. Pricing, terms and conditions of the base contract will remain respondent for a period of two (2) years from date of award. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. This conflicts with other clauses above for termination. The successful Respondent agrees to this condition by signing its proposal.

9. **CONTRACT RENEWAL**

OCPS at its sole discretion may exercise options to extend the contract for up to one (1) additional year based upon funding availability and by mutual written consent of both parties. OCPS retains the right to renegotiate the contract renewal with the awarded Consultant one hundred and twenty (120) days prior to contract expiration date.

10. **DEBRIEFING**

A debriefing may be held after contract award at the request of any Respondent for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and business and cost evaluations of the Respondent's proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

11. **DEFAULT**

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

- Drug-Free Workplace: If applicable, provide a statement concerning the Respondent's status as a Drug-Free Work Place. (Reference **Appendix F**) Proposals received which are equal with respect to price, quality, and service and that have provided proper certification that a business has implemented a drug-free workplace program, shall be given preference in the award process.

12. **FALSE OR MISLEADING STATEMENTS**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Respondent, may be rejected. If in the opinion of the District such information was intended to mislead the District in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of the RFP, it will be the basis for rejection of the proposal.

13. FUNDING OUT / TERMINATION / CANCELLATION

Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations in anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

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

Therefore, the following funding out provision is an integral part of this proposal and must be agreed to by all Respondents:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (30) days prior written notice to the successful Respondent.

Such prior written notice will state: That the lack of appropriated funds is the reason for termination, and 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."

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. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, subConsultant, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

Violation of law, statute, ordinance, governmental administration order, rule or regulation by Consultant in the performance of the work; or Liens, claims or actions made by the Consultant or any subConsultant or other party performing the work.

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

Any costs or expenses, including attorney's fees, incurred by the Orange County School District to enforce this agreement shall be borne by the Consultant and venue shall be in Orange County.

15. INSURANCE REQUIREMENTS

Respondent shall obtain and maintain in full force and effect throughout the initial Term and any Renewal Term, with a reputable insurance carrier qualified to do business in the state or states in which the Premises are located and having a rating of not less than "A" from A.M. Best & Company. Insurance coverage shall consist of the following General Liability Insurance in amounts of not less than Two Million Dollars (\$2,000,000) for injury to any one person and Two Million Dollars (\$2,000,000) for property damage. All policies of insurance shall be written on a per occurrence basis. All such insurance policies shall, to the extent permitted under applicable law, provide that (a) the policies shall not be cancelled nor shall any material change be made therein without at least ten (10) days prior written notice to Orange County Public School (OCPS) and (b) OCPS is to be named as an additional insured party with respect to Respondent activities.

Public Liability and Property Damage Insurance: The Consultant shall take out and maintain during the life of this Contract such liability and property damage insurance, including automotive equipment as shall protect him and any subConsultant performing work covered by this Contract, from claims or damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any subConsultant or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

Public Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries, including wrongful death to any one person, and subject to the same limit for each person, in an amount not less than One Million Dollars (\$1,000,000.00) on account of all accidents.

Property Damage Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for damages on account of any one accident and in an amount not less than One Million Dollars (\$1,000,000.00) for damages on account of all accidents. Automobile property damage shall be not less than One Million Dollars (\$1,000,000). The limits specified herein are minimum limits.

The above policies for Public Liability and Property Damage Insurance must be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the contract against claims arising from the operation of subConsultants.

Worker's Compensation Insurance: The Consultant shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Consultants shall require all subConsultants to maintain such insurance during the life of this Contract.

Employer's Liability Insurance: The Consultant shall maintain during the life of this Contract, Employer's Liability Insurance shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease.

Automobile Liability Insurance: Automobile Liability Insurance shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

Professional Liability Insurance: The Consultant shall maintain during the life of this Contract, Professional Liability Insurance for Errors & Omissions \$1,000,000.00.

16. JOINT PROPOSALS

A joint proposal (2 or more Respondents proposing jointly on a single proposal) may be submitted. If a joint venture each participating Respondent must sign the joint proposal. If the contract is awarded to joint Respondents, it shall be one indivisible contract. Each joint Respondent will be jointly and severally responsible for the performance of the entire contract, and the joint Respondents must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The District assumes no responsibility or obligation for the division of orders or purchases among the joint Respondents.

17. LEGAL REQUIREMENTS

It shall be the responsibility of the Consultant to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Respondent(s) will in no way be a cause for relief from responsibility. Respondent(s) doing business with OCPS are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

18. LOBBYING

Selection committee members, school board members and school board personnel (except the Procurement Services Representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of OCPS, failure to comply with this requirement will be grounds for disqualification.

Specifically, this **NO-CONTACT PERIOD** shall commence on the initial date of the advertisement for Request for Proposal and continue through and include the date the Orange County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify your firm from consideration.

19. MWBE/LDB PARTICIPATION PLAN

OCPS encourages Minority participation. The board assures that OCPS and private companies doing business with OCPS do not discriminate on District projects in the award of contracts for construction projects, procurement of goods and services, and professional services on the basis of race, color, sex or national origin. Please refer to **Appendix I** for additional information.

20. OTHER GOVERNMENTAL AGENCIES

The intent of this solicitation is to obtain proposals to furnish the product(s) / service(s) specified herein to the School Board of Orange County, Florida. Other school boards, governmental agencies or entities may purchase from this solicitation if permitted by the Consultant or supplier. Said product(s)/service(s) are to be furnished in accordance with the Contract resulting from this Solicitation.

21. PATENTS AND ROYALTIES

The Respondent, without exception shall indemnify and save harmless the School Board of Orange County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board of Orange County, Florida. If the Respondent uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

In addition, OCPS shall maintain all rights to the written documentation, electronic media and other materials provided by the Consultant in response to this proposal.

22. PERMITS AND LICENSES

The Respondent(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 OCPS.

23. PAYMENT TERMS AND CONDITIONS

Please state on the Proposal Price Sheet the Terms and Conditions you will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). The Board shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by Consultants who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8012622264C-6.

24. POSTING OF TABULATIONS/RECOMMENDATION

RFP tabulations with recommended awards will be posted for review by interested parties on the OCPS Web Site at www.procurement.ocps.net and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3) b, Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. If the tabulation with the recommendation of award is not posted by said date and time, Procurement Services will endeavor to post a "Notice of Delay of Posting" to inform all Respondents of the delay and anticipated posting date and time.

25. Any person who is adversely affected by a decision of the Orange County School District concerning this procurement, shall file a Notice of Intent to Protest in writing within 72 hours after the notice of decision is posted, excluding Saturdays, Sundays, and legal holidays. A formal written protest shall be filed no later than 10 days after the notice of intent to protest is filed. The formal written protest must be accompanied by a bid protest bond in the amount of 1%.

Any person who is adversely affected by the terms, conditions, or specifications set forth in this Request for Proposal shall file a notice of intent to protest, in writing within 72 hours after the solicitation document [RFQ] is posted, excluding Saturdays, Sundays, and legal holidays. A formal written protest shall be filed no later than 10 days after the notice of intent to protest is filed. The formal written protest must be accompanied by a bid protest bond in the amount of \$1,000.

The Notice of Intent to Protest and formal written protest shall be filed with Kay K. Syed, Senior Director, Contract Administration and Procurement Services, 445 W. Amelia Street, Orlando, FL 32801. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Failure to file a protest or failure to post the bond or other security within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

26. PROPOSAL PREPARATION COST

The costs of developing proposals are entirely the responsibility of the Respondent and shall not be charged in any manner to OCPS. This includes, but is not limited to, the direct cost of personnel assigned to prepare Respondent's response to the RFP and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by Respondent in preparing the response to the RFP.

27. PUBLIC ENTITY CRIMES

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 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 Consultant, supplier, sub-Consultant, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The Respondent(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 Federal department or agency.

28. PUBLIC RECORDS LAW

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

29. RESERVED RIGHTS OF OCPS

OCPS reserves the right to accept or reject any or all proposals, to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. OCPS reserves the right to reject any and/or all items proposed or award to multiple Respondents. Prior to Board approval OCPS may cancel the RFP or portions thereof, without penalty.

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

OCPS reserves the right to further negotiate any proposal, including price, with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, OCPS reserves the right to negotiate and recommend award to the next highest Respondent or subsequent Respondents until an agreement is reached.

The School Board, at its sole judgment, will award or reject any or all proposals as is in the best interest of OCPS and the decision shall be final.

30. REQUIREMENTS

OCPS has established certain requirements with respect to proposals to be submitted by prospective Respondents. The use of "shall", "must" or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition, which must be met. OCPS may, at its sole discretion, waive these requirements or conditions if the conditions are determined to be not material. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Respondent over other Respondents, or has a potentially significant effect on the delivery, quantity or quality of items proposed amount paid to the Respondent, or for the cost to OCPS. Material deviations cannot be waived.

31. **WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS**

Respondent may withdraw their proposal submittal prior to RFP Proposal submission due date and time specified in Section 4 by submitting an email notification of its withdrawal by the Respondent or agent, sent to the Procurement Official stated in Section 4. Thereafter, the Respondent may submit a new proposal prior to such proposal submission time specified in Section 4. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the designated time for receipt.

PROPOSAL PRICE SHEET
Oracle Enterprise Data Warehouse

APPENDIX A
OPTION 1 – PROJECT BASE

Respondents must complete the below form for the entire project scope.
Number and type of Personnel that will be assigned to the project:

Type of Position	Assigned Duties	Number of Projected Hours	Location (OCPS)

Total estimated project hours: _____

Estimated project completion time: _____ (project start time mid March)

Total project cost: _____

OPTION 2 – HOURLY RATE

To be considered for an award, Respondents must enter an Hourly Rate for each Title listed in the appropriate cell, within the Worksheet. **Respondents who seek award in a Service Area, but fail to offer an Hourly Rate for all Job Title within the specific Service Area, will be considered nonresponsive and the Service Area will not be evaluated by the District.**

"Hourly Rate" is defined as the direct hourly rate along with appropriate load factors, and inclusive of profit or fee. Load factors include such items as overhead, fringe, general and administrative (G&A), or any other elements of cost. However, expenses directly related to specific scope of work requests orders such as travel and lodging, or materials and equipment specific to the scope of work order would not be built into the hourly rate, but would be accounted for in the Respondent's specific scope of work order proposal submitted to OCPS.

Position Title	Billable Hourly Rate	Billable Overtime Hourly Rate	Billable Holiday and Weekend Hourly Rate
Senior Oracle Data Warehouse Database Administrator			

Authorized Representative's Signature Date

Corporate Name of Respondent (Typed)

Offer of Payment Discount: _____ % if paid in 10 days

Receipts of the following web posted Addenda are hereby acknowledged: (List all attached Addenda)

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Dated at _____, this _____ day of _____ 2011

Authorized by: _____ Date signed: _____

Typed Name and Title: _____

PROPOSAL PRICE SHEET

APPENDIX A

The undersigned has examined the Scope of Services and agrees, if this proposal is accepted, to contract with the School Board and perform the work in full and complete accordance with the Scope of Services and contract documents to the full and entire satisfaction of the School Board.

The undersigned certifies that this proposal was prepared without prior understanding, agreement, or connection with any corporation, firm or individual submitting a proposal for the same contractual service, and is in all respects fair and without collusion or fraud in order to gain an unfair advantage in the award of this solicitation. Respondent acknowledges that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119 F.S.

The signer states that he or she is duly authorized to sign and execute this proposal on behalf of respondent, company, or corporation. The signer, of this proposal, guarantees as evidence of the sworn affidavit required herein, the truth and accuracy of all statements and information hereinafter provided. The undersigned hereby authorizes any public official, surety company, bank depository, material, or equipment manufacturer or distributor or any person or firm or corporation to furnish any pertinent information requested by the School District of Orange County or their representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of the applicant.

Organization Name: _____

Authorized by: _____ Date signed: _____

Typed Name and Title: _____

NOTARY PUBLIC

STATE OF: _____ **COUNTY OF:** _____

Sworn to and subscribed before me this _____ day _____ 20__ by

_____ who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

Notary Public Signature: _____

Notary Name, Printed, Typed Or Stamped: _____

Commission Number: _____ **My Commission Expires:** _____

RESPONDENT'S REFERENCE FORM
APPENDIX B

Provide references for which you have provided similar goods or services.

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

_____ Fax #: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Key Professionals involved with project above that would be assigned this project: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

_____ Fax #: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Key Professionals involved with project above that would be assigned this project: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____ Email Address: _____

Scope of Work Provided: _____

_____ Fax #: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Key Professionals involved with project above that would be assigned this project: _____

Authorized Representative's Signature Date

Corporate Name of Respondent (Typed)

RESPONDENT'S STATEMENT OF QUALIFICATION

APPENDIX C

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

1. Has Vendor been declared in default of any contract? ☐ Yes ☐ No
2. Has Vendor forfeited payment of performance bond issued by a surety company on any contract? ☐ Yes ☐ No
3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations thereunder? ☐ Yes ☐ No
4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☐ No
6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐ Yes ☐ No
7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on respondent with all state and regulatory agencies. _____

8. Provide the following financial information:

\$ _____	Earnings Before Interest & Taxes
\$ _____	Total Assets
\$ _____	Net Sales
\$ _____	Market Value of Equity (Common & Preferred Stock)
\$ _____	Total Liability
\$ _____	Current Assets
\$ _____	Current Liability
\$ _____	Retained Earnings

Corporate Name of Respondent (Typed)

Authorized Representative's Signature

Date

STATEMENT OF AFFIRMATION AND INTENT

APPENDIX D

TO: ORANGE COUNTY PUBLIC SCHOOLS, PROCUREMENT SERVICES
PROJECT: Oracle Enterprise Data Warehouse

DATE: _____

The undersigned, hereinafter called the respondent, declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Orange County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

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

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

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

The respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with OCPS, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to OCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by OCPS. At the District's discretion, such assignment shall be made and become effective at the time the District tenders final payment to the respondent. The proposal constitutes a respondent and binding offer by the respondent to perform the services as stated.

Corporate Name of Respondent (Typed)

Address, City, Zip

Authorized Representative's Signature

Date

Telephone Number

NOTARY PUBLIC:

State Of: _____ County Of: _____

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

Notary Public Signature: _____

Notary Name, Printed, Typed Or Stamped: _____

Commission Number: _____ My Commission Expires: _____

ACKNOWLEDGMENT OF BUSINESS TYPE

APPENDIX E

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the proposal on the specified due date and time. The undersigned proposer certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal.

BUSINESS ADDRESS OF RESPONDENT:

Address _____

City _____ State _____ Zip _____

Telephone No. _____ Fax No. _____

SIGNATURE OF RESPONDENT

If an Individual: _____
Signature

doing business as _____

If a Partnership: _____

by: _____
Partner Signature

If a Corporation: _____
Corporate Name

(a _____ Corporation)

by: _____
Authorized Signature

Title: _____

Attest: _____
Corporate Secretary

(Corporate Seal)

NOTARY PUBLIC:

State Of: _____ County Of: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____ by
_____ who is (who are) personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public Signature: _____

Notary Name, Printed, Typed Or Stamped: _____

Commission Number: _____ My Commission Expires: _____

APPENDIX F

IDENTICAL TIE SUBMITTALS - In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals 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 submittal 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 submittals 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, 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 contract 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 contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available 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 respondent complies fully with the above requirements.

Authorized Representative's Signature Date

Corporate Name of Respondent (Typed)

Authorized Representative's Signature Date

Corporate Name of Respondent (Typed)

INTENTIONALLY LEFT BLANK

ADDITIONAL CLARIFICATION (OPTIONAL)
APPENDIX H

Vendor Response

Authorized Representative's Signature

Date

Corporate Name of Respondent (Typed)

MWBE/LDB PARTICIPATION
APPENDIX I



ORANGE COUNTY PUBLIC SCHOOLS
OFFICE OF BUSINESS OPPORTUNITY

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBE), and Local-Developing Businesses (LDB). For the purposes of calculating the participation-level percentage, only those dollars awarded to certified MWBE and LDB vendors will be utilized.

MWBE

1. Are you a certified MWBE vendor? ☐ Yes ☐ No

If yes, please check the agency you are certified with and attach a copy of the certification to your submittal:

☐ City of Orlando ☐ Orange County ☐ State of Florida

☐ Greater Orlando Aviation Authority ☐ National Minority Supplier Development Council

LDB Eligibility Requirements (for complete requirements refer to LDB Guidelines): You may access the guidelines on our website: <http://www.facilities.ocps.net/ContractAdmin/BusinessOpportunityDept.htm>

- Vendor must be domiciled in Orange, Seminole, Osceola or Lake County
- Vendor must not exceed the Revenue Limitation of \$1,000,000 annual gross profit averaged over the preceding three years.
- Vendor must not exceed net worth limitation of \$750,000 for assets owned by each individual owner of the business.

1. Are you a certified LDB vendor? ☐ Yes ☐ No If yes, what agency are you certified through? _____

2. Based on the above requirements, would your respondent qualify as an LDB vendor? ☐ Yes ☐ No

If your respondent would like to be considered an LDB vendor, complete the enclosed LDB eligibility form and include it with your submittal.

Please sign below to acknowledge that you have read and understand the information regarding the district's MWBE and LDB programs.

Authorized Representative's Signature

Date

Corporate Name of Respondent (Typed)

LDB CERTIFICATION CHECKLIST
APPENDIX J



ORANGE COUNTY PUBLIC SCHOOLS
OFFICE OF BUSINESS OPPORTUNITY

Local Developing Business (LDB)
Certification Checklist

(Please Attach Checklist To Application With The Appropriate Boxes Marked.)

- ☐ Complete: Information for Determining Local Developing Business Eligibility (LDB Application)
- ☐ Complete: Business Establishment and Expertise
 - ☐ Submit copies of Articles of Incorporation.
 - ☐ Submit copies of resumes of all owners.
 - ☐ Submit copies of by-laws.
 - Submit copies of stock certificates.
- ☐ Complete: Gross Revenue Documentation
 - ☐ Submit copies of previous three years' financial statements for the business.
 - ☐ Submit copies of the previous three years' tax returns for the business.
- ☐ Complete: Net Worth Documentation
 - ☐ Submit copy of personal financial statement.

Please mail all forms to: Orange County Public School
Office of Business Opportunity
6501 Magic Way, Bldg. 100A
Orlando, FL 32809
(407) 317-3739 Phone
(407) 317-3784 Fax

MWBE/LDB SUB-CONSULTANT
APPENDIX K

Tier Participation

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs) and Local Developing Businesses (LDBs). For the purpose of calculating the MWBE and LDB participation percentages, only those dollars awarded to certified MWBE and LDB vendors will be utilized. Monies contracted or subcontracted to MWBE and LDB vendors are included in the calculation. As a result, respondents are asked to include certified MWBE and/or LDB sub-Consultant participation information below. If proposer has questions regarding a vendor's certification, he/she may contact the OCPS Office of Business Opportunity (407) 317-3739.

Please complete the information below showing respondent's commitment to subcontract at least twenty percent (20%) of its business related to this RFP to one or more MWBE/LDB respondents.

1. MWBE Sub-Consultant Name: _____

Please indicate agency MWBE Subcontractor's certifying agency _____

Describe in detail what portion of the contract the MWBE sub-Consultant will be performing: _____

What dollar amount of this contract will be assigned to this MWBE Subcontractor? \$ _____

What percentage of the total price quoted is the amount to be subcontracted? _____

2. MWBE Subcontractor Name: _____

Please indicate agency MWBE Subcontractor's certifying agency _____

Describe in detail what portion of the contract the MWBE Subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this MWBE Subcontractor: \$ _____

What percentage of the total price quoted is the amount to be subcontracted? _____

1. LDB SubConsultant Name: _____

Describe in detail what portion of the contract the LDB Subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this LDB Subcontractor: \$ _____

What percentage of the total price quoted is the amount to be subcontracted? _____

2. LDB SubConsultant Name: _____

Describe in detail what portion of the contract the LDB Subcontractor will be performing: _____

What dollar amount of this contract will be assigned to this LDB Subcontractor: \$ _____

What percentage of the total price quoted is the amount to be subcontracted? _____

If respondent has more than two MWBE or LDB vendors, the respondent should include information for additional MWBE and/or LDB vendors on an additional sheet of paper. Respondent agrees to supply Subcontractor payment information to Orange County Public Schools. The due date and report format will be established upon award of the contract.

Authorized Representative's Signature Date

Corporate Name of Respondent (Typed)



Office of Business Opportunity
6501 Magic Way, Building 100A, Orlando, Florida 32809
407-317-3739 (phone) 407-317-3784 (fax)

1. Firm Name	2A. Street Address of Principal Office	2B. OCPS Vendor # (if applicable)
		2C. OCPS RFQ #(if applicable)

2D. County of Principal Office: ☐ Orange ☐ Osceola ☐ Lake ☐ Seminole 3. *M/WBE Certified ☐ Yes ☐ No

*OCPS accepts MWBE certification from the State of Florida, Orange County, City of Orlando, and Florida Minority Suppliers' Development Council (FMSDC).

4. Contact Name	5. Phone Number	6. Fax Number	7. Web Address	8. Email Address
-----------------	-----------------	---------------	----------------	------------------

9. Ownership of Firm: Identify the Owners of the Firm: **Please attach any Articles of Incorporation, Articles of Organization or Partnership Agreement of Firm and other entities owned.** If any of the owners is a corporation, partnership, or other entity other than an individual (an "Entity"), please provide the same information with respect to each of the owners of the Entity (attach separate sheet if necessary).

Name	Address (street, city, state, zip)	Years Ownership	of Ownership %	Voting %

10. Control of Firm: Identify, by name and title, those individuals (including owners and non-owners) who are responsible for day-to-day management and policy/decision making including, but not limited, to the areas below. **In addition, please attach the resume of each person listed.**

Area of Control	Name	Title	Years with Firm:
Financial Decisions			
Management Decisions:			
1. Estimating			
2. Marketing and Sales			
3. Personnel			
4. Other			

"Revenue Limitations" means that a firm's average gross revenue/profit, averaged over the last three (3) years may not exceed:

1. Construction Management - \$7,500,000 in annual gross **revenues**
2. Professional Services (Architectural and Engineering Services) - \$2,000,000 in annual gross **revenues**
3. Procurement of goods and non-professional services - \$1,000,000 annual gross **profit**

11. Please state the Gross Revenues (Construction and Professional Services) or Gross Profit (Goods and Non-Professional Services) received by your firm for each of the following years. In addition, **please attach a statement certified by a CPA of company's Gross Revenue or Profit.**

Year Ending 2007	Gross Revenues ☐ or Profit ☐ (check one)	
Year Ending 2006	Gross Revenues ☐ or Profit ☐ (check one)	
Year Ending 2005	Gross Revenues ☐ or Profit ☐ (check one)	

12. "Net Worth" means the net worth of each individual owner **does not exceed \$750,000** exclusive of the equity in each individual's primary residence (up to \$500,000) and exclusive of the equity in any business in which the individual is actively involved in the management and day to day operation of said business.

Please attach the following documents which will be used to establish each individual's net worth:

1. Each individual owner's balance sheet with a sworn statement as to accuracy and authorization for release of information to School Board.
2. Property titles

Please note that additional documentation may also be requested.

LDB ELIGIBILITY FORM

13. Stock Options: Describe or attach a copy of any stock options or other ownership options that are outstanding, and any agreements between owners or between owners and third parties which restrict ownership or control of the owners. (Attach a separate sheet if necessary).

14. Nature of Business: Specify major services / products provided and the corresponding commodity code (see http://www.cityofgainesville.org/finance/sbpp/sbpp_nigp.aspx)

Description of Commodity/Service	NIGP Commodity Code

15. Are you authorized to do business in the state, as well as, locally, possessing all necessary business licenses? ☐ YES ☐ NO

16. AFFIDAVIT

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of _____ (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide directly to the Orange County School Board, current, complete, and accurate information regarding actual work performed on the project, the payment thereof, and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal and State laws concerning false statements."

NOTE: If, after filing this form and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted; you must inform the Orange County School Board of the change.

Name (printed/typed)	Signature:	Title:
----------------------	------------	--------

Corporate Seal (where appropriate):

State of	County of
----------	-----------

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

(Seal)

Notary Public: _____ Commission Expires: _____

MWBE PARTICIPATION GUIDELINES

APPENDIX M

The Respondent understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twelve percent (12%) of the total cost of the purchasing contracts to be provided by minorities.

Accordingly, the Respondent hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

1. Business with minority ownership: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of minority ownership of the company. Where the company has more than fifty-one percent (51%) minority ownership and is considered a minority owned business, the total amount of the order shall be used as the amount of participation.
2. Sale of material obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers.

DEFINITIONS - When used herein, the following terms will apply:

- a. "School Board" means the School Board of Orange County, Florida.
- b. "Minority Individual" means a person who is a citizen of the United States and who is Black, Hispanic, American Indian, or Asian.
- c. "Minority Business Enterprise" means (1) (a) an unincorporated business respondent not less than 51 percent of the ownership of which is vested in one or more minority individuals or (b) an incorporated business respondent not less than 51 percent of whose issued and outstanding shares are owned by one or more minority individuals, and (2) whose respondent business affairs are controlled and operated on day-to-day basis by one or more minority individuals.
- d. "MBE" means a Minority Business Enterprise.
- e. "Women Business Enterprise" means (1) (a) an unincorporated business respondent not less than 51 percent of the ownership of which is vested in one or more female individuals or (b) an incorporated business respondent not less than 51 percent of whose issued and outstanding shares are owned by one or more female individuals, and (2) whose respondent business affairs are controlled and operated on day-to-day basis by one or more female individuals.
- f. "WBE" means a Women Business Enterprise.

Certificate of Minority/Women Participation

Responsibility for determining minority business participation by supplier shall be in the Contract Compliance Office of the School District in submitting a proposal to provide supplies, equipment, or services to the School District. The Respondent must include with the proposal the CERTIFICATE OF MINORITY/WOMEN PARTICIPATION from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Compliance Officers in the Office of Contract Compliance for the School District shall examine the same to determine whether the proposed Consultant has complied with the minority/women participation goals contemplated herein.

The Respondent/supplier must demonstrate to the satisfaction of the Contract Compliance Officer for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that the Respondent/supplier with the goals for minority/women participation.

If at any time, either before or after the award of contract, the supplier determines that he/she will be unable to comply, the supplier may apply to the Compliance Officer of the School District for a waiver. The Compliance Officer may grant a waiver when the supplier demonstrated that the supplier has made diligent, good faith efforts to meet the goals for minority/women participation, but due to circumstances beyond its control, it is impossible for the supplier to comply.

Notwithstanding, any of the forgoing requirements relating to the Minority/Women Business Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATE OF MINORITY/WOMEN PARTICIPATION if to do so would rebound to the benefit of the District in the increase of minority/women participation in contracts originating in the Procurement Services Department.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN ORANGE COUNTY PUBLIC SCHOOLS
AND**

This Contract is made as of the ____ day of _____, 20____ by and between Orange County Public Schools, a political subdivision located at 445 West Amelia Street, Orlando, FL 32801 hereinafter referred to as "OCPS", and _____ a _____ corporation authorized to do business in the State of Florida, located at _____, FL _____, hereinafter referred to as the "CONSULTANT", in consideration of the mutual promises contained herein, OCPS and the CONSULTANT agree:

The CONSULTANT'S responsibility under this Contract is to provide Identity Management Project as outlined in **EXHIBIT "A"**, Statement of Work.

This Contract shall be effective for an initial term commencing on _____ and shall continue through _____ unless terminated as provided in Article 4 Termination.

OCPS shall pay the CONSULTANT for satisfactory performance an amount not to exceed _____ further detailed in **EXHIBIT "B"**. Additions and deletions to this Exhibit may be made by written Amendments as otherwise provided in this Contract.

Services of the CONSULTANT shall be performed in coordination with Ronald Darin, Application Specialist who shall act as OCPS' Contract Project Manager during the performance of this Contract.

ARTICLE 1 - DEFINITIONS

The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended application, interpretation, and usage of terms pertaining to this Contract.

The School Board of Orange County, Florida a political subdivision of the State of Florida, and any official and/or employees thereof who shall be duly authorized to act on behalf of OCPS relative to this Contract.

"CONTRACT" refers to the executed Contract between OCPS and the CONSULTANT.

"CONTRACT AMENDMENT" means a written document authorized by this Contract which, when executed by both parties, sets forth any changes to the "Scope of Professional Services" that contemplates a change in the services, work, and materials to be provided and performed by the CONSULTANT pursuant to this Contract, sets forth the basis of compensation due to the CONSULTANT therefore, and sets forth the time period and/or schedule for performance and completion thereof.

"CONTRACT PROJECT MANAGER" means OCPS' Contract Project Manager, or designee who shall be the point of contact between the CONSULTANT and OCPS. The Contract Project Manager, within the authority conferred by Policy, acting as OCPS' designated representative shall issue written notification to the CONSULTANT of any and all changes, when duly approved pursuant to this Contract, in the CONSULTANT'S: (1) compensation (2) time and/or schedule of service delivery; (3) scope of services; and (4) any other Amendment(s) or change(s) pertaining to this Contract. The Contract Project Manager shall be responsible for acting on OCPS' behalf to administer, coordinate, interpret and otherwise manage the Contractual provisions and requirements set forth in this Contract, or CONTRACT AMENDMENT(S) issued there under.

"CONSULTANT" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or work of subcontractors, required under the covenants, terms and provisions contained in this Contract and any and all Amendments thereto.

"PARTIES" mean the signatories to this Contract.

"PROFESSIONAL SERVICES" means all of the services, work, materials and all related professional, technical and administrative activities which are necessary to be provided and performed by the CONSULTANT and its employees and any and all subcontractors the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract.

"ADDITIONAL SERVICES" means any professional services that OCPS may request the CONSULTANT to provide and perform pursuant to this Contract, which are not included in the SERVICES.

"SERVICES" means the professional services set forth and required, pursuant to the Contract and described in further detail in the scope of work/statement of work.

"SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the CONSULTANT to assist the CONSULTANT in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide and perform under this Contract. OCPS shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the CONSULTANT and any SUB-CONSULTANT.

ARTICLE 2 - PAYMENTS TO CONSULTANT

OCPS shall pay these fees to CONSULTANT for services rendered as outlined in **EXHIBIT "B"** which include all direct charges, indirect charges and reimbursable expenses, if any.

- A. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Contract Project Manager of OCPS who shall determine that services have been rendered in conformity with the Contract. Upon approval, the invoice will be sent to Accounts Payable and Finance Department for payment. Invoices must reference the purchase order number and contract date. Payment will be made in accordance with the Florida Prompt Payment Act.
- B. Record Keeping and Finance Controls. With respect to the Scope of Work performed on a cost basis by CONSULTANT pursuant to the Contract, CONSULTANT shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles. During the performance of the Services and for a period of seven (7) years after Final Payment, OCPS shall be afforded access from time to time, upon reasonable notice, to CONSULTANT's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Scope of Work performed on a cost basis in accordance with the Contract as deemed related or relevant by OCPS.
- C. Subject to CONSULTANT's right to cure under Article 4 herein. Should the project not be completed as scheduled, CONSULTANT and OCPS will jointly plan a revised completion date for the project and, if applicable, the retainage release date will be adjusted accordingly for that phase. Failure on the part of CONSULTANT to complete their work in an accurate and quality manner shall be considered in default of this Contract and may result in assessed damages.

Completion of a project phase is defined by an appropriate signoff by OCPS and CONSULTANT project manager and the OCPS Executive sponsor that all activities of that phase have been satisfactorily completed according to the Project Schedule, as agreed upon by both parties attached **EXHIBIT "A"**. CONSULTANT and OCPS will agree upon planned completion dates for each phase and work in good faith to meet the planned schedule. OCPS reserves the right throughout each phase to conduct a quality assurance check to ensure accuracy, quality and delivery of work.

ARTICLE 3 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be adjusted to exclude any significant sums should OCPS determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside CONSULTANTS. OCPS shall exercise its rights under this "Certificate" within one year following final payment.

ARTICLE 4 - TERMINATION

CONSULTANT shall give OCPS written notice of any substantial failure to perform under this Contract. If OCPS fails to correct said failure within ten (10) working days this Contract may be terminated by the CONSULTANT upon thirty (30) calendar days, prior written notice to OCPS in the event of substantial failure by OCPS to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. This Contract may also be terminated by OCPS with or without cause upon thirty (30) days written notice sent by certified mail to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to OCPS' satisfaction through the date of termination and no other monies or charges shall be due CONSULTANT. After receipt of a Termination Notice and except as otherwise directed by OCPS the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to OCPS and at the option of OCPS, transfer all Contracts with subcontractor s to Orange County Public Schools. All Contracts with subcontractor s shall provide that the contract is assignable and assumable by OCPS.
- D. Continue and complete all parts of the work up to the point of termination.

OCPS may also choose to give CONSULTANT sixty (60) days notice to correct a failure to perform. If, in OCPS sole discretion, CONSULTANT fails to cure the failure to perform, CONSULTANT agrees to transfer services to another vendor selected by OCPS and reimburse OCPS an amount equal to the total amount paid to CONSULTANT in accordance with the compensation schedule (attached as **EXHIBIT "B"** and incorporated herein) for services rendered during the 60-day opportunity to cure period.

ARTICLE 5 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of OCPS.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services.

Any changes in the Executive Director / Senior Manager position must be made known to OCPS' representative as soon as it is reasonably possible. CONSULTANT agrees to work closely with OCPS to ensure that the work and cooperation between the two organizations is efficient and mutually productive to both parties.

Fingerprinting (Jessica Lunsford Act): CONSULTANT and any of his employees performing services hereunder shall comply with the Jessica Lunsford Act effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under contract with the school board." The cost of the screening is at the expense of the CONSULTANT.

ARTICLE 6 – SUB-CONSULTANT

OCPS reserves the right to accept the use of a Sub-Consultant or to reject the selection of a particular Sub-Consultant and to inspect all facilities of any Sub-Consultant in order to make a determination as to the capability of the Sub-Consultant to perform properly under this Contract.

If a Sub-Consultant fails to perform as required by this Contract, and it is necessary to replace the Sub-Consultant to complete the work in a timely fashion, the District shall advise the CONSULTANT of the basis for removal and the CONSULTANT shall promptly replace the sub-Consultant, subject to acceptance of the new Sub-Contractor by OCPS.

CONSULTANTS will not be discharged from any obligation assumed under this Contract by retaining the services of a Sub-Consultant. Also, CONSULTANT agrees to hold harmless OCPS for any loss, injury, or damage caused by a negligent act or omission on behalf of any Sub-Consultant retained to perform under this Contract.

ARTICLE 7 - FEDERAL AND STATE TAX

OCPS is exempt from Federal Tax and State Tax for Tangible Personal Property. OCPS will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with OCPS, nor shall the CONSULTANT be authorized to use OCPS' Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The obligations of OCPS under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and OCPS.

ARTICLE 9 - INSURANCE

- A. The CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, employees or Sub-Consultants.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida with a Bests' Rating of no less than A: VII. The CONSULTANT shall furnish Certificates of Insurance to OCPS, for approval, prior to the commencement of work. The Certificate shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this Contract and that no material change or cancellation of the insurance shall be effective without ten (10) calendar day's prior written notice to OCPS. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance, or Errors and Omissions Insurance, of not less than \$1,000,000 combined single limit.
- D. Minimum limits of Insurance:
- | | |
|---|--|
| Workers Compensation Insurance - | Statutory Limits |
| Employer Liability - | \$500,000/\$500,000/\$500,000 |
| General Liability - | \$2,000,000 minimum General Aggregate |
| | \$1,000,000 minimum per occurrence to include: |
| 1. Products - Completed Operations | \$1,000,000 |
| 2. Personal & Advertising Injury | \$1,000,000 |
| 3. Each Occurrence | \$1,000,000 |
| 4. Fire Damage | \$100,000 |
| 5. Medical Expense (Any one Person) | \$50,000 |
- E. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of not less than \$1,000,000 combined single limit for bodily injury and property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workers Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for OCPS pursuant to this Contract.
- G. The CONSULTANT shall maintain, during the life of this Contract, Professional Liability Insurance for Errors & Omissions, Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate
- H. All insurance, other than Professional Liability and Workers Compensation to be maintained by the CONSULTANT shall specifically include OCPS as an "Additional Insured".

Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed, or modified without a ten (10) calendar day written notice to OCPS. In the cancellation clause the word "ENDEAVOR" shall be excluded and the number 10 inserted in the blank space provided before the word

"days prior notice..." All CONSULTANT policies are to be considered primary to OCPS coverage and shall not contain co-insurance provisions.

ARTICLE 10 - TIME OF ESSENCE:

Time is of the essence concerning the performance of all terms and conditions of this Contract. Subject to CONSULTANT'S right to cure under Article 4 herein. CONSULTANT acknowledges that the work to be performed herein and pursuant to the attachments hereto are to be completed within the Statement of Work as outlined in **EXHIBIT "A"**.

ARTICLE 11 - STANDARD OF CARE

In providing services under this Contract, the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by OCPS, the CONSULTANT will without additional compensation, correct those services not meeting such a standard.

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless OCPS, its officers, agents, and employees harmless from and against all claims, suits, actions, damages and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees as a result of the performance of services under this Contract, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the Contract shall be deemed to affect the rights, privileges and immunities of OCPS as set forth in Florida Statutes 768.28.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

OCPS and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither OCPS nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OCPS, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OCPS and the CONSULTANT.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the contract will have its venue in Orange County and the Contract will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an dispute, breach, default, or misrepresentation in connection with any provision of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any interest shall be employed for said performance. The CONSULTANT shall promptly notify OCPS in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstances which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances, the nature of work that the CONSULTANT may undertake and request an opinion of OCPS as to whether the association, interest or circumstance would, in the opinion of OCPS, constitute a conflict of interest if entered into by the CONSULTANT. OCPS agrees to notify the CONSULTANT of its opinion by certified mail within 30 calendar days of receipt of notification by the CONSULTANT. If, in the opinion of OCPS, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, OCPS shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to OCPS by the CONSULTANT under the terms of this Contract. If OCPS in its sole discretion determines that there is a conflict, the CONSULTANT shall not enter into or terminate the Contract with the business associate.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge OCPS' credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Contract.

ARTICLE 17 - DISCLOSURE OF OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to OCPS for approval and acceptance, and before eligible for final payment of any amounts due, all documents and materials prepared by CONSULTANT for OCPS under this Contract.

All OCPS written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by OCPS at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without OCPS' prior written consent unless required by a lawful order of court. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at OCPS' expense shall be and remains its property and may be reproduced and reused at the discretion of OCPS. If and as requested, OCPS shall comply with the provisions of Chapter 119, Florida Statutes (Public Record Law).

ARTICLE 18 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Consultant, and not an employee, agent, or servant of OCPS. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to OCPS shall be that of an Independent Consultant and not as employees or agents of OCPS. The CONSULTANT does not have the power or authority to bind OCPS in any promise, agreement or representation other than specifically provided for in this Contract.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least seven (7) years after completion of this Contract. OCPS or its duly authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection, audit, excerpts and transcription during normal business hours, at OCPS' cost, upon five (5) days written notice.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age or national origin.

ARTICLE 22 - SURVIVAL

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

OCPS and the CONSULTANT agree that this Contract and any documents made a part thereof, sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - AUTHORITY TO PRESENT

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 25 - AMENDMENTS AND MODIFICATIONS

No amendments and/or modifications of this contract shall be valid unless in writing and signed by each of the parties.

OCPS reserves the right to make changes in the Scope of Services, including alterations, reductions, therein or additions thereto. Upon receipt by the CONSULTANT of OCPS' notification of a contemplated change, the CONSULTANT shall (1) if requested by OCPS, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify OCPS of any estimated change in the completion date, and (3) advise OCPS in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If OCPS so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending OCPS' decision to proceed with the change.

If OCPS elects to make the change, OCPS shall issue a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment has been issued and signed by each of the parties.

ARTICLE 26 – MINORITY BUSINESS ENTERPRISE PROGRAM

CONSULTANT acknowledges the importance of affording to minority vendors and Consultants the full and reasonable opportunity to provide services. Therefore CONSULTANT hereby agrees as follows:

- A. To the extent that such vendors are technically qualified, CONSULTANT shall exert good faith efforts to enter into subcontracts with minority vendors and Consultants to provide consulting services, and
- B. CONSULTANT shall submit to OCPS requested documentation regarding CONSULTANT'S actual use of minority vendors and Consultants in performing the consulting services under this Contract.
- C. CONSULTANT shall add a technically qualified local minority-owned business affiliation to its "approved vendor" list, for this project only. OCPS will recommend and approve candidate businesses.

ARTICLE 27 - ADDITIONAL SERVICES

Should OCPS require additional services of the CONSULTANT beyond the original Scope of Services of this Contract, OCPS and the CONSULTANT shall negotiate a firm fixed price satisfactory to both parties prior to the commencement of such work.

ARTICLE 28 - COMPLIANCE WITH LAWS

The CONSULTANT agrees to comply with all laws, codes, rules, and regulations bearing on the conduct of work, including those of the Federal, State, and local agencies having jurisdiction.

ARTICLE 29 - SEVERABILITY

If any terms or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, to be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those to which it is held invalid or unenforceable, shall be affected, and every other term and provision of this Contract shall be deemed invalid and enforceable to the extent permitted by law.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be given by written notice, sent by certified mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

ORANGE COUNTY PUBLIC SCHOOLS

Educational Leadership Center
Procurement Services
Attn: Marcel Martinez
445 W Amelia St.
Orlando, FL 32801

CONSULTANT

Attn:

IN WITNESS WHEREOF, The School Board of Orange County, Florida has made and executed this Contract on behalf of OCPS and CONSULTANT has hereunto set its hand the day and year above written.

CONSULTANT

WITNESS (Consultant):

By _____

Name & Title (Type or Print) Date

For :

Name & Title (Type or Print) Date

CORPORATE SEAL

ORANGE COUNTY PUBLIC SCHOOLS

ATTEST:

By _____

Name & Title (Type or Print) Date

For **ORANGE COUNTY PUBLIC SCHOOLS**:

Name & Title (Type or Print)

Date

Reviewed by _____

Name & Title (Type or Print) Date

EXHIBIT A

STATEMENT OF WORK

EXHIBIT B

RESPONDENT'S SOLICITATION RESPONSE

The attached proposal response received from _____ is hereby incorporated in this contract.

SAMPLE