
Real Estate Broker Services

RFP1602030
Request For Proposal

Issue Date: February 12, 2016
Pre-submittal Conference: February 23 2016 @ 9:00 a.m.
Clarification Cut-off: February 25, 2016
Due Date/Time: March 8, 2016 @ 11:00 a.m.



Procurement Services
Orange County Public Schools



Orange County Public Schools

Procurement Services Department • 6501 Magic Way Bldg. 100B, Orlando, FL 32809 • Phone 407.317.3719

REQUEST FOR PROPOSAL (RFP) PROPOSAL ACKNOWLEDGEMENT FORM

REAL ESTATE BROKER SERVICES

Pre-Submittal Date/Time: Friday, February 23, 2016 @ 9:00 a.m. EST
Request for Information Cut-off Date: February 25, 2016 @ 11:00 EST
Due Date/Time: Tuesday, March 8, 2016 @ 11:00 a.m. EST

Direct all inquiries in writing to: Ed Ames, Sr. Manager

Email Address: william.ames@ocps.net

Sealed proposals must be received by Orange County Public Schools, Procurement Services Department, located at 6501 Magic Way, Orlando, FL 32809 by the due date and time as indicated above. All proposals shall be submitted in sealed mailing package and clearly marked with the proposal number, title, and proposal opening date and time.

For your convenience, an identification label has been provided. The delivery of proposals prior to the specified date and time is solely the responsibility of Respondent. Proposals received after the due date and time will not be considered.

Respondent acknowledges and certifies that it is in receipt of, has reviewed and is in agreement with, all provisions of the Ethics and Lobbying Board Policy KCE, including without limitation, all penalties for violation of said policy.

www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206_26_12.pdf

Certification

The Respondent hereby certifies by submission and signature of this proposal that Respondent complies fully with this RFP. In addition the 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 of the requirements, terms and conditions of this RFP and all appendices and any addendums released hereto.

Respondent 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
City	State Zip
Telephone Fax	E-Mail Address
Date of Proposal	Contact Person, Number

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 Respondent(s).

Thank you for your interest in doing business with Orange County Public Schools.

PROPOSAL IDENTIFICATION LABEL

Notice to All Respondents: For your convenience, a label has been provided to properly identify your proposal. Place completed proposal type or print company name and address on the label and affix the label to the front of the 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 TITLE: REAL ESTATE BROKER SERVICES RFP NUMBER: RFP1602030

PROPOSAL TO BE OPENED ON: MARCH 8, 2016 @ 11:00 a.m. EST

DELIVER TO:

ORANGE COUNTY PUBLIC SCHOOLS
PROCUREMENT SERVICES
W. ED AMES
6501 Magic Way, Bldg. 100B
ORLANDO, FL 32809

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 email it prior to the RFP due date established within, to:

Orange County Public Schools
Procurement Services
Attn: W. Ed AMES
6501 Magic Way, Bldg. 100B
Orlando, FL 32809
William.ames@ocps.net

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

Solicitation #: RFP1602030, Title: **REAL ESTATE BROKER SERVICES**

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a "no response".

- ☐ 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 firm 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

PURPOSE

Orange County Public Schools (OCPS) is seeking proposals from interested and qualified firms to conduct real estate broker services for the district. This request for proposal (RFP) is being released to encourage interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one or more successful candidates will be selected and invited to enter into a contractual relationship with OCPS for the Services outlined in this RFP.

BACKGROUND

The real estate broker will assist OCPS Facilities Services and Real Estate Management Department in the acquisition, assessment and disposition of real property owned or to be acquired by OCPS. The real estate broker will work on behalf of OCPS to identify, negotiate, investigate and acquire real property for school sites and ancillary facilities ranging in size and up to approximately 65 acres. The need for such services will be dictated by the need for real property as identified in OCPS's 10 year Capital Improvements Plans and on an as needed basis as real properties owned by OCPS are declared surplus by the School Board.

OCPS ORGANIZATION

OCPS is the 10th largest district in the nation and is the fourth largest in Florida. The district is the second largest employer in Orange County, Florida with over 22,300 full and part-time employees with an annual operating budget of \$1.5 billion. The total full time enrollment of public school students is over 187,000 students from 212 countries speaking 162 different languages. Currently the total number of schools equal 184.

OCPS Vision: To be the top producer of successful students in the nation.

OCPS Mission: To lead our students to success with the support and involvement of families and the community.

SECTION 2

SCOPE OF WORK/SERVICES

The contractor, under the direction of The School Board of Orange County, Florida ("School Board"), shall perform in a satisfactory and proper manner all the necessary services required under this solicitation to provide real estate brokerage and transaction management services on behalf of the School Board, including, without limitation, the following services:

1. GENERAL

- a. Work under the supervision of the School Board Chief Facilities Officer and Real Estate Management Department.
- b. Work as an independent contractor in a non-representative capacity and on an as needed basis providing support to the Real Estate Management Department, in the purchase, lease, lease/purchase, condemnation, marketing and sale of real estate owned or to be acquired by the School Board and all services reasonably required by the School Board in the acquisition, assessment and disposition of real property.
- c.
- d. Submit recommendations that may impact site selection, lease procurement, and acquisition or disposition of real property interests for review and approval by the Chief Facilities Officer, or his designee.
- e. Forego taking any action that will bind the School Board with respect to any real property activity.
- f. Acknowledge that it will not receive any commission payments until the School Board authorizes the acquisition or disposition of School Board property.
- g. Coordinate with legal counsel on preparation for and attendance at real estate transaction closings, if such presence is requested.
- h. Coordinate with Real Estate Management Department on obtaining copies of any and all existing due diligence materials, reports, studies or investigations and facilitating coordination of due diligence investigations to determine the suitability of any site or real property during applicable inspection periods.
- i. Understand that the School Board, as the owner of School Board properties, and the potential purchaser of additional properties, reserves the sole right to determine which properties will be listed for sale or considered for purchase utilizing this contractual agreement. The selected contractor does not have the exclusive right to list all real properties owned by the School Board or to represent the School Board in all transactions where the School Board is acquiring real property.
- j. Assist in the coordination with Orange County or the municipalities within Orange County to determine the viability of school siting criteria and any applicable ordinances resulting therefrom.

2. MARKETING

- The contractor shall develop and implement a marketing plan that includes strategies for the acquisition, disposition, or lease of real property. The marketing plan should include an explanation of the marketing and advertising methodology and time line the firm will follow to fulfill the requirements of the scope, including, without limitation,
- a. Marketing and advertising School Board owned real property.

- b. Listing School Board owned real property on the multiple listing service (MLS) or any other database or service reasonably required by the School Board in order to effectively market or advertise the real property.
- c. Maintain a database of School Board owned real property.
- d. Show School Board owned property to potential purchasers.
- e. Establish a marketing strategy that includes types of advertising customarily associated with real estate, including, without limitation, establishing the School Board's portfolio. Costs of all forms of marketing utilized by the firm shall be the responsibility of the firm.
- f. Conduct inspections or investigations of real properties for preparing written recommendations for repair/rehabilitation work, and recommendations regarding property enhancements for marketability.

3. NEGOTIATIONS

- a. Consistently communicate, update and advise the Chief Facilities Officer, or his designee, and Real Estate Management Department on the status of any ongoing negotiations and obtain the input of the Chief Facilities Officer, or his designee, and Real Estate Management Department, on any and all negotiation approaches, tactics and strategies for the sale, purchase, or lease of real property.
- b. Provide transaction negotiation and document review support for real property dispositions and acquisitions.
- c. Provide written recommendations for the use and disposition of School Board owned real properties in order to maximize revenue generation for the School Board.
- d. Provide written recommendations for the acquisition, purchase, lease, lease/purchase or condemnation of third party owned real properties.

4. REPORTING

The contractor must provide the following reports to the Chief Facilities Officer, or his designee, and Real Estate Management Department and maintain the following documentation during the term of the contract:

- a. A quarterly summary detailing sales and marketing activities on all School Board owned real property in the active portfolio.
- b. An on-going and complete file on each School Board owned real property or real property under consideration by the School Board for acquisition, which files shall be the sole property of the School Board upon closing on any real property or termination of negotiations thereon.
- c. A detailed analysis of the target market relative to each real property owned by the School Board and outlining how the projected strategy to market the real property will effectively target that market.
- d. A detailed analysis and identification of the target area relative to the need for additional real property, as determined by the School Board, Chief Facilities Officer and Real Estate Management Department, and outlining proposed sites, and a projected strategy for acquisition of each site, that will effectively fulfill the School Board's need for additional real property.
- e. Any and all records in compliance with the public records requirements of Florida Statutes.

5. LICENSURE AND EXPERIENCE QUALIFICATIONS

Proposals must include proof that show the submitting firm/individual meets the following licensure and experience qualifications:

- a. Must be an active, licensed brokerage firm and provide a copy of the real estate license through the Florida Department of Business and Professional Regulations;
- b. Must have at least ten (10) years of full time commercial real estate experience;
- c. Must have extensive experience in the acquisition, development and sale of real property in Orange County, Florida; and
- d. Prior school district or governmental experience preferred.

SECTION 3

INSTRUCTIONS TO RESPONDENTS

1. PROPOSAL INSTRUCTIONS

Proposal Due Date: All proposals must be received no later than 11:00 a.m. EST, on Tuesday, March 8, 2016. Respondent will be responsible for its timely delivery to Orange County Public Schools, Procurement Services, 6501 Magic Way, Bldg. 100B, Orlando, Florida 32809. It is Respondent's sole responsibility to assure that its proposal 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 Respondent.

Provide one (1) original proposal with manual signatures, 4 copies of the proposal (for a total of 5), and one scanned copy of the original proposal with signatures burned on a CD or DVD or thumb drive in PDF or TIFF format. Proposals must be sealed and clearly labeled Real Estate Broker Services Real Estate Broker Service 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 Respondent. 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. Respondent is 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 resulting 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. The below dates and times are subject to change. All changes will be posted to the Procurement website as they become available.

February 10, 2016

SOLICITATION DATE

February 23, 2016 @ 9:00 a.m.

PRE-SUBMITTAL CONFERENCE

6501 Magic Way, Orlando, FL 32809
Conference room, Bldg. 100A

February 25, 2016

REQUEST FOR INFORMATION CUT-OFF

March 8, 2016

PROPOSAL OPENING DATE

6501 Magic Way, Orlando, FL 32809
Conference room 127, Bldg. 100B
Proposal will be opened and firm name announced

March 28, 2016 @ 8:30 a.m.

EVALUATION MEETING DATE

6501 Magic Way, Orlando, FL 32809
Conference room 127, Bldg. 100B

March 28, 2016

NOTICE OF SHORT LIST & FINAL EVALUATION

TBA -If Needed

PRESENTATIONS BY RESPONDENT

TBA -If Needed

NOTICE OF INTENDED DECISION DATE

April 12, 2016 (Tentative)

BOARD RECOMMENDATION

3. **PRE-SUBMITTAL CONFERENCE**

A non-mandatory pre-submittal conference is intended to be scheduled as noted above.

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

4. **REQUEST FOR INFORMATION**

Questions: Any questions concerning the RFP should be directed in writing to W. Ed. Ames of Procurement Services, Orange County Public Schools, at William.ames@ocps.net. All questions must be submitted by information cut-off date listed above, questions received after said date will not be considered. Inquiries must reference the RFP number and the proposal opening date. Those interpretations which may affect the eventual outcome of this solicitation will be posted on the OCPS Procurement website for all prospective Respondents to view. Only the interpretation or correction so given by the Procurement Services representative, in writing, shall be binding and prospective Respondents 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 a Respondent from consideration.

By submission of a proposal, Respondent understands that award of the solicitation by Orange County Public Schools, and any subsequent purchase orders and agreements, shall constitute a binding and enforceable contract. Unless otherwise stipulated in the solicitation documents, no other contract documents shall be issued.

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 bound and should be limited to not more than 50 (8.5 inch x 11 inch) pages printed (font size minimum 10 pt.) on one side, including covers and dividers, and financial information. Proposals 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 Respondent, including name, title, address, and telephone number of one individual who is Respondent's designated representative.

TABLE OF CONTENTS

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

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. Proposals shall include the following:

- Proposal Acknowledgement Form. Complete the form as provided, sign, and include same with the proposal. Any modifications or alterations to this form will not be accepted and the proposal will be rejected. The enclosed original Proposal Acknowledgment Form (**Page 2**) is the only acceptable form.
- Respondent must provide evidence of authority to do business in Florida:
 - Acknowledgement of Business (**Appendix A**): Respondent shall identify its specific type of business entity (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). Respondent shall identify whether it is incorporated in Florida, another state, or a foreign country, and indicate its number of years in business, changes in ownership, bank reference, and other information to verify financial responsibility.
 - If 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 an out-of-state corporation, evidence of authority to do business in Florida.
 - Statement of Qualifications (**Appendix B**)
- Conflict of Interest Statement: See "Statement of Affirmation and Intent" (**Appendix C**) included in this package.
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters (**Appendix D**).
- Drug Free Work Place Certification Form (**Appendix E**).

TAB 2 - QUALIFICATION AND EXPERIENCE

- Organizational History, Structure, and Authoritative Direction of Control: Describe the history, structure, and authoritative direction of control of Respondent's organization with particular emphasis on its experience in providing Real Estate Broker Services.
- Respondent must maintain a current business license. Respondent must keep current all licenses required for the performance of its obligations and functions hereunder, and shall pay promptly when due all such fees. Respondents must provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. OCPs reserves the right to request documentation at any time during the contract period.
- Respondent shall include a copy of all applicable licenses with its proposal.
- Respondent shall provide an organizational chart of its administrative staff.
- Respondent must demonstrate a record of company stability for the last five (5) years and provide information supporting evidence as follows:
 - State number of years in business.

- State the location, address, and telephone number of Respondent's offices.
- Discuss any name changes, changes in ownership, reorganizations, etc.
- Administration and Staff Qualifications: Respondent shall describe the qualifications and experience of the all 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.
- Respondent shall provide a customer list and/or a list of current or recently completed projects which best illustrate the experience of Respondent in the following areas:
 - Name and location of the engagement.
 - The nature of Respondent'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 Respondent's staff was responsible.
 - Present status of the engagement.
 - Respondent's key professionals involved on the engagement and who, of that staff, would be assigned to the services covered by this RFP.
- References: The district may check references (**Appendix F**) listed by Respondent. Please provide at least three (3) Florida School District References or (3) most comparable municipal references that OCPS may contact as references. Please include the following for each reference:
 - District, key contact person(s);
 - Job title(s) address, phone number, email address for key contacts.
- 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.
- Respondent shall disclose number of partners, managers, and other key staff used to perform the scope of the RFP. If applicable, identify all subcontractors necessary to conduct the project. Describe the range and scope of activities performed by the contracting organization, including capability to fulfill the specifics of the project (e.g., staff, equipment, workload, etc.).

TAB 3 - SCOPE OF SERVICES

Describe Respondent's understanding of the scope of services as described in Section 2 of this RFP

- Describe any unique approaches or methodologies used by Respondent as appropriate.
- Describe the outcomes noted from similar projects.

TAB 4 - MWBE/LDB/VBE PARTICIPATION

MWBE/LDB/VBE Shortlist Scoring Matrix

Description of information submitted	Weighted Points=% Ex: 10 pts = 100%
<ul style="list-style-type: none"> Certified MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE AND 10% LDB AND 3% VBE subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate(s) from the City of Orlando, Orange County Government, State of Florida, GOAA, cnFMSDC, NMSDC, WBENC or CVE for certified MWBEs/VBEs/LDBs and for all Sub(s) included Non-MWBE/VBE/LDB in a joint venture with an MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE AND 10% LDB AND 3% VBE; subcontractors identified; and letters of intent signed by both parties and current acceptable certificates included 	10
<ul style="list-style-type: none"> Certified MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE; subcontractor(s) identified, letters of intent signed by both parties and current acceptable certificate(s) included. Non-MWBE/VBE/LDB in a joint venture with an MWBE and/or VBE and/or LDB proposing to subcontract 12% MWBE, subcontractor(s) identified and letters of intent signed by both parties and current acceptable certificate(s) included. 	9
<ul style="list-style-type: none"> Certified MWBE and/or LDB and/or VBE proposing to subcontract 10% LDB; subcontractors identified; letters of intent signed by both parties and current acceptable certificate(s) included. Non-MWBE/LDB/VBE in an MWBE and/or LDB and/or VBE Joint Venture proposing to subcontract 10% LDB; subcontractors identified; letters of intent signed by both parties and current acceptable certificate(s) included 	8
<ul style="list-style-type: none"> Certified MWBE and/or VBE and/or LDB proposing to subcontract 3% VBE, subcontractor(s) identified, letters of intent signed by both parties and current acceptable certificate(s) included. Non-MWBE/LDB/VBE in an MWBE or VBE or LDB Joint Venture proposing to subcontract 3% VBE; subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate(s) included. 	7
<ul style="list-style-type: none"> Certified MWBE and/or LDB and/or VBE NOT proposing to subcontract. Non-MWBE proposing to subcontract 12% MWBE AND 10% LDB AND 3% VBE; subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included 	6
<ul style="list-style-type: none"> Certified MWBE/VBE/LDB, (Certified by an agency other than the City of Orlando, Orange County, State of FL, GOAA, cnFMSDC, NMSDC, WBENC or, CVE) proposing to subcontract 12% MWBE or 10% LDB or 3% VBE; subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included Non-MWBE proposing to subcontract 12% MWBE subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included 	5
<ul style="list-style-type: none"> Certified MWBE and/or LDB and/or VBE (Certified by an agency other than the City of Orlando, Orange County, State of FL, GOAA, cnFMSDC, NMSDC, WBENC or CVE) NOT proposing to subcontract. Non-MWBE proposing to subcontract 10% LDB subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included 	4
<ul style="list-style-type: none"> Non-MWBE proposing to subcontract 3% VBE subcontractor(s) identified; letters of intent signed by both parties and current acceptable certificate included 	3
<ul style="list-style-type: none"> Non-MWBE Proposer has written statement stating will comply with MWBE/LDB/VBE policies and has identified subcontractor(s) 	2
<ul style="list-style-type: none"> Non-MWBE Proposer has written statement stating will comply with MWBE/LDB/VBE policies; however has not identified subcontractor(s); 	1
<ul style="list-style-type: none"> No participation indicated, no information submitted 	0

****** If a proposed subcontracting falls between MWBE/LDB/VBE participation they may be eligible for partial points.

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

- Tier Participation – Respondents 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 respondent and/or ten percent (10%) of its business related to this RFP with one or more LDB respondents and/or three percent (3%) of its business related to this RFP with one or more VBE respondent. (Refer to **Appendix G**)
- For clarification regarding the district's Local Developing Business certification please contact The Office of Business Opportunity (407) 317-3739 or visit the website at: <http://www.obo.SBOC.net>.

Respondents must submit a signed Letter of Intent signed by both parties with their proposal for all MWBE, LDB, and/or VBE sub-contractors identified on the Schedule of Sub-contracting. These Letters of Intent must indicate the scope of work to be performed by every MWBE, LDB and VBE, plus the percentage of the contract fees to be contracted to the listed sub-contractor. **Please include contact information for each sub-contractor.**

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

- Incorporate a prompt payment assurance provision and payment schedule in all contracts between the prime and sub-contractors.
- File copies of all executed sub-contractor agreement/contracts between the contractor and all MWBE, LDB, VBE sub-contractors on the project to SBOC Office of Business Opportunity.
- The prime contractor shall submit an updated quarterly MWBE, LDB, VBE 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 contractor shall not substitute, replace or terminate any MWBE, LDB or VBE respondent without prior written authorization of SBOC, nor shall the prime reduce the scope of work or monetary value of a sub-contractor without written authorization of SBOC. The prime contractor shall notify the Office of Business Opportunity of any additional awards to the MWBE, LDB or VBE respondents on the prime contractor's team and the addition of any new MWBE, LDB or VBE respondent to the prime contractor's team on that project.

Execution of the contract between SBOC and the Respondent shall be contingent upon the filing of executed contracts between the Respondent and the MWBE, LDB or VBE 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.

TAB 5 - PROPOSAL PRICING

The proposal shall include Respondent's proposed pricing as requested on the Proposal Price Sheet. The School Board reserves the right to accept or reject proposed pricing.

SECTION 5

EVALUATION OF PROPOSALS

1. EVALUATION OF PROPOSALS

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

2. PROPOSAL OPENING

Proposals 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 will convene, review, evaluate, and rank all valid proposals 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 Respondent's facilities and/or of a current project it is managing.

Public Notice of Proposal Evaluation Committee 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.

5. EVALUATION CRITERIA

Only proposals that meet the requirements contained in this RFP will be evaluated based on the following criteria.

<u>Evaluation Criteria</u>	<u>Possible Points</u>	<u>Maximum Weight Value</u>
I. Experience and Qualifications	100	30%
II. Scope of Services	100	25%
III. References	100	10%
IV. MWBE/LDB	100	10%
V. Proposal Price/Commission for Sale-%	100	10%
VI. Proposal Price/Commission for Purchase-%	<u>100</u>	<u>15%</u>
	600	100%

Proposal price will be scored as follows: lowest price proposal shall receive 100 possible points all other proposal pricing scoring is based on a ratio of the lowest proposal price (i.e. lowest price \$100 = 100 points, next lowest \$200 = 50 points).

The Procurement Services Representative shall calculate the average of all scores and determine a ranking of all Respondents. The Proposal Evaluation Committee shall determine if presentations/interviews are necessary at the end of the short list process.

Note: The district will post an intended decision based on the initial evaluation on the OCPS website at www.procurement.ocps.net. 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. Once the allowed time period has passed this phase of the process will be completed.

Presentations/Interviews: Should the Proposal Evaluation Committee members request presentations or interviews from the shortlisted Respondents the following evaluation criteria will apply:

<u>Presentation/Interview Evaluation Criteria</u>	<u>Possible Points</u>	<u>Maximum Weight Value</u>
I. Demonstrated capability in providing services of RFP	100	40%
II. Demonstrated ability to meet all requirements of RFP	100	35%
III. Demonstrated experience in providing services of RFP	<u>100</u>	<u>25%</u>
	300	100%

The Procurement Services 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.

Note: The district will post an intended decision recommending award on the OCPS website at www.procurement.ocps.net. 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. Once the allowed time period has passed this phase of the process will be completed.

6. 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.

7. AWARD AND CONTRACT

Award shall be made to the most responsive and responsible Respondents who's 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 solicitation documents by additions, deletions, corrections, or clarifications.

Agreement - The written Agreement between OCPS and the awarded vendor covering the scope of services 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.

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 Respondent.

Notice to Proceed - The written notice issued by OCPS to the awarded vendor authorizing the vendor 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”, Customer” 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 Respondents 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, respondent, or potential respondent 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 a 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.

Vendor - The “Vendor” shall mean the Respondent offering these goods and services, for which a contract has been executed, and which 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-contractors, required under the covenants, terms, and provisions contained in the contract and any and all amendments thereto.

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 Respondent without prior written consent of the School District.

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

3. SUSPENSION OF WORK

The Customer 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. The Customer shall provide the Respondent 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 Respondent shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Respondent, the Customer 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 Respondent to any additional compensation.

4. TERMINATION FOR CONVENIENCE

OCPS, by written notice to Respondent, may terminate the Contract in whole or in part when OCPS determines in its sole discretion that it is in its best interest to do so. Respondent 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. Respondent shall not be entitled to recover any cancellation charges or lost profits.

5. TERMINATION FOR CAUSE

OCPS may terminate the Contract if Respondent 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. Respondent shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, Respondent 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 Respondent. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Respondent and the subcontractor, and without the fault or negligence of either, Respondent 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 Respondent to meet the required delivery schedule. If, after termination, it is determined that Respondent 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 solicitation are violated by Respondent(s), Procurement Services will give written notice to 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 30 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 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 vendor 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 the awarded vendor 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 district. Pricing, terms, and conditions of the base contract will remain for an initial three year period. This stipulation shall be subject to a thirty (30) day written notice of cancellation by either party. 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 two (2) additional one-year periods based upon funding availability and by mutual written consent of both parties. Respondent understands that any rate increases must be requested in writing with supporting documentation, approved by OCPS, and shall not exceed the average CPI for All Urban Consumers U.S. City Average for the first five (5) years of the contract

10. PRICE INCREASE

After the first year, the School Board may consider a price increase if the following conditions occur:

- A. There is a verifiable price increase to the awarded vendor
- B. The awarded vendor submits to the School Board, in writing, notification of price increases with all supporting documentation.
- C. The price increase shall be based on a reasonable percentage increase in product cost (not to exceed 5%) acceptable to the School Board.
- D. The awarded vendor shall submit the above mentioned information to the School Board not less than 120 days prior to the effective date of the price increase. When the awarded vendor complies with all of the above mentioned conditions, the School Board shall reserve the sole right to determine if it is in the best interest of the School Board to adjust the pricing of the product proposal, in conjunction with the awarded vendor's effective date of price increase.

11. 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 Respondent's proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

12. 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.

13. DRUG-FREE WORKPLACE

If applicable, Respondent shall provide a statement concerning its status as a Drug-Free Work Place. 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.

14. 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 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.

15. FUNDING OUT / TERMINATION / CANCELLATION

Section 237.161, Florida Statutes, et seq., 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 solicitation and must be agreed to by all Respondents:

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

Such prior written notice will state the following: "The lack of appropriated funds is the reason for termination. This includes an 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."

16. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

Successful Respondents shall, in addition to any other obligation, indemnify the Orange County Public Schools 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), and 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 Respondent, subcontractor, anyone directly or indirectly employed by any of them, or 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 Respondent in the performance of the work; or liens, claims or actions made by Respondent or any subcontractor 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 Respondent of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Orange County Public Schools to enforce this agreement shall be borne by Respondent and venue shall be in Orange County, Florida.

17. 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: Respondent shall maintain 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 Schools (OCPS) and (b) OCPS is to be named as an additional insured party with respect to Respondent's activities.

Public Liability and Property Damage Insurance: Respondent shall take out and maintain during the life of the resulting contract such liability and property damage insurance, including automotive equipment, as shall protect it and any subcontractor performing work covered by the resulting contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the resulting contract whether such operations be by itself or by any subcontractor 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 subcontractors.

Worker's Compensation Insurance: Respondent shall maintain during the life of the resulting contract, Worker's Compensation Insurance in accordance with Chapter 440, Florida Statutes. Respondents shall require all subcontractors to maintain such insurance during the life of the resulting contract.

Employer's Liability Insurance: Respondent shall maintain during the life of the resulting contract, Employer's Liability Insurance in an amount 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 the resulting contract, by Respondent 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 and property damage liability.

Professional Liability Insurance: Respondent shall maintain during the life of the resulting contract, Professional Liability Insurance for Errors & Omissions \$1,000,000.00.

18. JOINT PROPOSALS

A joint proposal (2 or more Respondents proposing jointly on a single proposal) may be submitted. If a joint proposal is submitted, each participating Respondent must sign the joint proposal. If the resulting 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.

19. LEGAL REQUIREMENTS

It shall be the responsibility of Respondent 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 Respondent(s) will in no way be a cause for relief from responsibility. Respondents 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.

20. LOBBYING

Proposal Evaluation 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 a Respondent from consideration.

21. MWBE/LDB PARTICIPATION PLAN

OCPS encourages minority participation. The district 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 G** for additional information.

22. 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 awarded vendor. Said product(s)/service(s) are to be furnished in accordance with the Contract resulting from this solicitation.

23. PATENTS AND ROYALTIES

Respondent, without exception, shall indemnify and save harmless the School Board of Orange County, Florida, Orange County Public Schools, 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 OCPS. If 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 Respondent in response to this proposal.

24. PERMITS AND LICENSES

Respondent 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.

25. PAYMENT TERMS AND CONDITIONS

Respondent shall state on the Proposal Price Sheet the Terms and Conditions it will accept for a payment discount. (i.e.: 2% net 30 days, upon receipt of invoice). The district 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 vendors 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 85-801262264C-6.

26. POSTING OF TABULATIONS/RECOMMENDATION

RFP tabulations with recommended awards will be posted for review by interested parties on the OCPS website 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.

Any person who is adversely affected by a decision of the School Board of Orange County, Florida 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 ten (10) days after the notice of intent to protest is filed. The formal written protest must be accompanied by a protest bond in the amount of one percent (1%) of the total estimated contract value.

The Notice of Intent to Protest and formal written protest shall be filed with the, Senior Director, Contract Administration and Procurement Services, 445 W. Amelia St., 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.

27. PROPOSAL PREPARATION COST

The costs of developing proposals are entirely the responsibility of 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.

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

Respondent 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.

29. PUBLIC RECORDS LAW

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

30. 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 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.

31. 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 Respondent, or for the cost to OCPS. Material deviations cannot be waived.

32. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

Respondent may withdraw its proposal submittal prior to RFP Proposal submission due date and time specified in Section 4 by submitting an email notification of its withdrawal by Respondent or agent, sent to the Procurement Services official stated in Section 4. Thereafter, 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.

33. DISCLOSURE OF RESPONSE CONTENT

A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this solicitation. Selection or rejection of any response does not affect this right.

B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), Florida Statutes, (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information." Return the non-disclosure agreement only if confidential materials are being included in the submittal. The confidential materials will only reviewed by procurement staff or the evaluation committee during evaluation phases.

34. COMPLIANCE WITH FEDERAL REGULATIONS

All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and Section 85.510 Code of Federal Regulations. The consultant certifies by signing the proposal that the consultant and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally-funded transactions and may, in certain instances, be required to provide a separate written certification to this effect. During the term of any contract with the District, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally-funded transactions, the Consultant shall immediately notify Procurement Services, in writing. Respondent will also be required to provide access to records which are directly pertinent to the contract and retain all required records for seven years after final payments are made.

APPENDIX A
ACKNOWLEDGEMENT OF BUSINESS TYPE

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 Respondent 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. Respondent further declares that it has carefully examined the scope of services, instructions, terms and conditions of this RFP and that Respondent's proposal is made according to the provisions of the solicitation and that it will meet or exceed the scope of services, requirements, and standards contained in the RFP.

BUSINESS ADDRESS OF RESPONDENT:

Address _____

City, State, Zip Code _____

Number of years in business _____ Telephone No. _____ Fax No. _____

Is the firm a Minority Women Business Enterprise (MWBE)? Y/N _____ If yes, include certificate from certifying agency

SIGNATURE OF RESPONDENT

If an Individual: _____
Signature

doing business as _____

If a Partnership: _____

by: _____
Partner Signature

If a Corporation: _____
Corporate Name

(a _____ Corporation) In what State is the Corporation Incorporated? _____

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes _____ No _____

by: _____
Signature

Title: _____

Attest: _____ (Seal)
Corporate Secretary

NOTARY PUBLIC

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by _____.

(Seal) Notary Public Signature: _____

Commission Expires: _____

Personally Known _____ or Produced Identification _____ Type of Identification Produced _____

APPENDIX B
RESPONDENT'S STATEMENT OF QUALIFICATION

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Respondent 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 Respondent been declared in default of any contract? ☐ Yes ☐ No
2. Has Respondent forfeited payment of performance bond issued by a surety company on any contract? ☐ Yes ☐ No
3. Has an uncompleted contract been assigned by Respondent's surety company on any payment of performance bond issued to Respondent arising from its failure to fully discharge all contractual obligations thereunder? ☐ Yes ☐ No
4. Within the past three (3) years, has Respondent filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
5. Is Respondent now the subject of any litigation in which an adverse decision might result in a material change in Respondent's financial position or future viability? ☐ Yes ☐ No
6. Is Respondent 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. Respondent must provide the name and address of all persons or entities serving or intending to serve as principals in Respondent's firm.

Corporate Name of Respondent (Typed)

Authorized Representative's Signature

Date

APPENDIX C
STATEMENT OF AFFIRMATION AND INTENT

To: Orange County Public Schools, Procurement Services
Title: REAL ESTATE BROKER SERVICES

REAL ESTATE BROKER SERVICES

The undersigned, hereinafter called 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 School Board of Orange County, Florida. 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 Respondent'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.

Respondent certifies and declares:

1. No Board Member, Director, or any OCPS 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.

2. (Please check A or B, as appropriate.)

A. ☐ There are no professional, business, or Familial Relationships between any OCPS Employee or Board Member and those employees of Respondent or Business Entity that are, (i) Principals of Respondent or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in Respondent or Business Entity; (iii) Preparing, submitting or presenting Respondent's or Business Entity's procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for Respondent or Business Entity.

or

B. ☐ There are professional, business or Familial Relationships between any OCPS Employee or Board Member and those employees of Respondent or Business Entity that are: (i) Principals of Respondent or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in Respondent or Business Entity; (iii) Preparing, submitting or presenting Respondent's or Business Entity's procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for Respondent or Business Entity as described below:

C. No member of Respondent'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.

D. 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 it will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposals.

Failure to disclose a known relationship as described in paragraph 2 above, may result in a proposal being rejected as non-responsive. In the event the relationship is discovered after the proposal documents are submitted, the relationship shall be disclosed and submitted to the OCPS Ethics Compliance Officer at time of discovery. This form is in compliance with OCPS Policy KCE. With respect to paragraph 2 hereof, the defined terms in this form shall have the same meanings as contained in OCPS Policy KCE.

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, 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 responsive and binding offer by Respondent to perform the services as stated.

Corporate Name of Respondent (Typed) Address, City, Zip

Authorized Representative's Signature

Date

Telephone Number

APPENDIX D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name

Real Estate Broker Services Real Estate Broker Services
PR/Award Number or Project Name

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

Signature

Date

Instructions for Certification

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

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION FORM

IDENTICAL TIE BIDS - In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors has 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 bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available 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

Company Name

APPENDIX F
RESPONDENT'S EXPERIENCE AND REFERENCE FORM

Please describe services carried out in the last 5 years which best illustrate company's experience as it relates to this RFP.

A. EXPERIENCE: Years in business under present name: _____ Years performing work specialty: _____
Licenses currently valid in force: _____

B. REFERENCES: Provide three references from agencies you have provided similar services to in the past five (5) years, at least one reference from a public school system is preferred.

Reference # 1

Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email Address: _____

Phone #: _____ Fax#: _____

Nature of the firm's responsibility on the engagement: _____

Key professionals involved: _____

Size of engagement: (in \$) _____ Present status of engagement: _____

Start Date: _____ Completion Date: (if in progress: percent Completed, Go Live Date): _____

Description of Project: _____

Comments: _____

Reference # 2

Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email Address: _____

Phone #: _____ Fax#: _____

Nature of the firm's responsibility on the engagement: _____

Key professionals involved: _____

Size of engagement: (in \$) _____ Present status of engagement: _____

Start Date: _____ Completion Date: (if in progress: percent Completed, Go Live Date): _____

Description of Project: _____

Comments: _____

Reference # 3

Agency Name: _____

Agency Address: _____

Agency Contact: _____ Email Address: _____

Phone #: _____ Fax#: _____

Nature of the firm's responsibility on the engagement: _____

Key professionals involved: _____

Size of engagement: (in \$) _____ Present status of engagement: _____

Start Date: _____ Completion Date: (if in progress: percent Completed, Go Live Date): _____

Description of Project: _____

Comments: _____

Corporate Name of Respondent (Typed)

Authorized Representative's Signature

Date

APPENDIX G
MWBE/LDB/VBE PARTICIPATION GUIDELINES

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 or women-owned business enterprises (MWBE), ten percent (10%) to be provided by local developing businesses (LDB) and three (3%) percent to be provided by veteran business enterprises (VBE).

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 MWBE and/or LDB and/or VBE ownership: The amount of participation for this element where the company is certified by agencies accepted by the district, the total amount of the order shall be used as the amount of participation.
 - a) MWBE, LDB and VBE firms shall submit valid proof of certification with the bid. Each MWBE firm shall submit a copy of a valid MWBE certification from the City of Orlando, Orange County Government, State of Florida or the National/Florida Minority Supplier Development Council (NMSDC/FMSDC) and the Women Business Enterprise National Council (WBENC). Each LDB firm shall submit a valid LDB letter of certification issued by the Greater Orlando Aviation Authority or a copy of their OCPS LDB Certificate. Each VBE firm shall submit a valid VBE certification from the State of Florida or by the United States Department of Veterans Affairs through the Center of Verification and Evaluation (CVE). A firm must be certified by the bid award date. A bidder may be considered non-responsive and may be rejected, at the sole discretion of OCPS, if the bidder fails to provide the required data.
 - b) OCPS shall be the final authority in determining whether a bidder qualifies as an MWBE, or LDB or VBE firm for purposes of this bid.
 - c) For clarification regarding the district's MWBE, LDB or VBE programs and/or for LDB certification, please contact The Office of Business Opportunity (407) 317- 3739 or visit the website at: <http://www.obo.ocps.net>
2. Sub-contractor participation – Purchase of material and/or service 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. All firms must submit a completed Office of Business Opportunity MWBE/LDB/VBE Subcontractor form. Firms not committing to sub-contracting should so indicate on the form.

CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining MWBE, LDB and VBE participation by supplier shall be in the Office of Business Opportunity 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 Ownership and/or LDB and/or VBE status 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 Specialist in the Office of Business Opportunity for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

The Respondent/supplier must demonstrate to the satisfaction of the Specialist, Office of Business Opportunity for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that the Respondent/supplier is complying with the goals for MWBE, LDB and VBE 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 request an evaluation of Good Faith by the Office of Business Opportunity of the School District. The Specialist, Office of Business Opportunity will make an analysis to verify that the supplier has made diligent, good faith efforts to meet the goals for MWBE, LDB and VBE 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 MWBE, LDB and VBE Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATES OF MINORITY/WOMEN Ownership, or LDB or VBE status, if to do so would benefit the District in the increase of MWBE, LDB and VBE participation in contracts originating in the Procurement Services Department.

**OFFICE OF BUSINESS OPPORTUNITY
MWBE/LDB/VBE SUBCONTRACTOR**

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs), Local Developing Businesses (LDBs) and Veterans Business Enterprise (VBEs). For the purpose of calculating the MWBE, LDB and VBE participation percentages, only those dollars awarded to certified MWBE, LDB and VBE vendors will be utilized. Monies contracted or subcontracted to MWBE, LDB and VBE vendors are included in the calculation. As a result, respondents are asked to include certified MWBE, LDB and VBE subcontractor 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 twelve percent (12%) of its business related to this solicitation to one or more MWBE and ten (10%) for one or more LDB respondents and three (3%) for one or more VBE respondents.

Overall percent of MWBE Sub-Contractor Participation expected:

Overall percent of LDB Sub-Contractor Participation expected:

Overall percent of VBE Sub-Contractor Participation expected:

Please complete the following table by indicating the name of the sub-contracting firm, whether or not the firm is an MWBE and/or LDB and/or VBE, the type of work or material to be supplied by the sub-contractor, anticipated dollar value, and the anticipated percent of the contract value.

Sub-Contractor	MWBE and/or LDB and/or VBE	Type of Work/Material	\$ Value	% of Contract Value

If respondent has more than two MWBE, LDB and VBE vendors, the respondent should include information for additional MWBE and/or LDB and/or VBE 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 Signature

Company Name

Print Name

Title



Orange County Public Schools

Procurement Services Department • 6501 Magic Way Bldg. 100B, Orlando, FL 32809 • Phone 407.317.3719

NON-DISCLOSURE AGREEMENT

For

CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Orange County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School Board of Orange County and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board of Orange County for the purpose of responding to a solicitation or otherwise conducting business with the School Board; and

WHEREAS, the School Board desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by the School Board;
 - (b) Information in the public domain through no wrongful act of the School Board;
 - (c) Information received by the School Board from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.
4. Non-Disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in

curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorney's fees arising from the School Board's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

The School Board of Orange County, Florida
Director of Contracting
6501 Magic Way, Bldg 100B
Orlando, FL 32809

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Orange County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The School Board of Orange County, Florida

By: _____
Name: _____
Title: Sr. Director Procurement Services
Date: _____

Respondent

By: _____
Name: _____
Title: _____
Date: _____

Attest:

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX H
PROPOSAL PRICE SHEET

Item	Description	Percentage
1	Commission Percentage for the sale of property	%
2	Commission Percentage for the purchase of property**	%

Authorized Representative's Signature Date

Corporate Name of Respondent (Typed) Date

**The District reserves the right to negotiate the commission on the purchase of property if the Seller is contributing towards the total commission paid, or as otherwise retained sales broker.

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 this _____ day of _____ 2016

Respondent Acknowledgment and Approval

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, Florida or its representative, deemed necessary to verify the information provided and statements made regarding the standing and general reputation of Respondent.

Firm Name _____ **Phone #** _____

Authorized Rep. Signature _____ **Email** _____

Authorized Rep. Name/Title _____ **Date** _____

NOTARY PUBLIC

STATE OF: _____ COUNTY OF: _____

This instrument was acknowledged by (Notary Public Name) _____

on this _____ day of _____ 20____.

Type of Identification provided by the Person above _____.

Notary Public Signature: _____

Commission Expires: _____