AGREEMENT FOR EXTERNAL WEB CUSTOMER MANAGEMENT SYSTEM
AND HOSTING SERVICES

This Agreement for External Web Customer Management System and Hosting Services (the "Contract"), is
dated June 6, 2018, for a term commencing July 1, 2018, and is by and between The School Board of Duval County,
Florida, a district school system in the State of Florida (the "District"), and Blackboard Inc., a Delaware corporation
authorized to transact business in Florida (the "Contractor").

WITNESSETH:

Whereas, the Purchasing Services Department of the District issued a Request for Proposals dated January
11, 2018, entitled “External Web Customer Management System and Hosting Services, RFP No. 03-18/TV,” and all
Attachments thereto, and including one (1) addendum thereto dated January 26, 2018 (collectively, the "RFP"), a
copy of which is attached hereto and incorporated herein by this reference as Exhibit A;

Whereas, the District selected the Contractor as the best responsive and responsible Contractor, and the
Contractor’s submitted proposal is attached hereto and incorporated herein by this reference as Exhibit B, (the
"Proposal"), and the Contractor desires to supplement its Proposal by adding its form of Master Agreement attached
hereto and incorporated herein by this reference as Exhibit C;

Whereas, the Contractor is interested in and capable of performing the desired external web customer
management system and hosting services via its Blackboard Web Community Manager and Blackboard Mobile
Application (hereafter further defined as the “Services”) for the District and the District desires to have the Contractor
perform the Services; and

Whereas, the parties have reached an agreement on the Services to be performed and the payment for the
same, and therefore wish to set forth this understanding in writing in this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties
agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The recitals set forth above are true and correct and are incorporated into this Contract by this reference.

1.2 The Contractor shall perform the Services in accordance with this Contract.

ARTICLE II
COMMENCEMENT AND RENEWAL

2.1 The Initial Term of this Contract commences July 1, 2018 and ends June 30, 2020 (subject, however, to the
availability of lawfully appropriated funds). Section 1.4 of the RFP provides for three (3) one-year renewal
periods.

2.2 The Services shall commence according to the schedule set forth in the RFP, unless the District notifies the
Contractor otherwise in writing.
ARTICLE III
COMPENSATION

3.1 The compensation payable to the Contractor is set forth below, and the amount set forth below shall be the District's maximum financial liability to the Contractor for the purchased Products and Services as outlined below:

<table>
<thead>
<tr>
<th>Qty</th>
<th>Product or Service</th>
<th>Initial Term #1 07/01/2018 06/30/2019 (USD)</th>
<th>Initial Term #2 07/01/2019 06/30/2020 (USD)</th>
<th>OPTIONAL Term #3 07/01/2020 06/30/2021 (USD)</th>
<th>OPTIONAL Term #4 07/01/2021 06/30/2022 (USD)</th>
<th>OPTIONAL Term #5 07/01/2022 06/30/2023 (USD)</th>
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</thead>
<tbody>
<tr>
<td>179</td>
<td>BLACKBOARD WCM ESSENTIAL, 1 - 2,000 Users</td>
<td>$143,200.00</td>
<td>$143,200.00</td>
<td>$143,200.00</td>
<td>$143,200.00</td>
<td>$143,200.00</td>
</tr>
<tr>
<td>127,653</td>
<td>BLACKBOARD MOBILE COMMUNICATIONS APP INTEGRATED</td>
<td>$79,144.86</td>
<td>$79,144.86</td>
<td>$79,144.86</td>
<td>$79,144.86</td>
<td>$79,144.86</td>
</tr>
<tr>
<td>1</td>
<td>CREATIVE: TEMPLATE REGULATORY MAINTENANCE</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>CREATIVE: TEMPLATE REGULATORY MAINTENANCE</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1</td>
<td>CREATIVE: DIAMOND CUSTOM TEMPLATE (RESPONSIVE)</td>
<td>$25,000.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1</td>
<td>IMPLEMENTATION: MCA INTEGRATED</td>
<td>$5,500.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>1</td>
<td>MCA: ONLINE TRAINING</td>
<td>$400.00</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td></td>
<td>Annual Pricing:</td>
<td>$253,244.86</td>
<td>$222,344.86</td>
<td>$222,344.86</td>
<td>$222,344.86</td>
<td>$222,344.86</td>
</tr>
</tbody>
</table>

3.2 If not signed concurrent with the submission of its Proposal, the Contractor shall execute and deliver to the District concurrent with Contractor's execution of this Contract, the four federal forms set forth in section 14.1 (Exhibit 2) of the RFP, and the District shall provide and Contractor shall execute and deliver to the District the federal forms upon each amendment and/or renewal of this Contract (if any).

ARTICLE IV
NOTICES

4.1 The Contractor's address for notices pursuant to section 14.7.14 of the RFP is:

Blackboard Inc.
Attn: General Counsel
1111 19th Street NW, 9th Floor
Washington, DC 20036
4.2 The parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor as set forth in section 14.7.14. of the RFP. The District’s representative is:

Tracy Pierce, Chief Officer Communications  
1701 Prudential Drive, 9th Floor  
Jacksonville, Florida 32207  
(904) 390-2126

ARTICLE V  
MISCELLANEOUS

5.1 The parties agree that the complete Contract documents include the following: This Contract, the RFP in Exhibit A, the Contractor’s Proposal in Exhibit B, and the Contractor’s Master Agreement in Exhibit C. In the event of a conflict or ambiguity among the contract documents, then precedence shall be given in the order set forth in section 14.7.16 of the RFP, except that the Contractor’s Master Agreement in Exhibit C shall have the lowest priority. This Contract represents the entire agreement between the parties, and except for any change order process outlined in the RFP may only be amended by a written agreement signed by both parties, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by this Contract.

5.2 In the event the Proposal contained exceptions or “clarifications” to the RFP, the exceptions and the Contractor’s proposed form of agreement, are all stricken in their entirety and void unless the District affirmatively evidenced its written acceptance of these exceptions or clarifications in this Contract. Accordingly, the parties agree to the following:

A. The second paragraphs of 12.2 of the RFP is deleted in its entirety and replaced with the following: If said Contract should be terminated for convenience as provided herein, it is understood that termination shall not relieve the District of any obligations or liability accrued hereunder prior to such termination including payment of all fees associated with the current Term of the Agreement as accrued and prorated to the date of such termination.

B. Section 18.3 is hereby deleted.

5.3 This Contract may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the District and the Contractor have each caused this Contract to be signed and delivered by its duly authorized officer, all as of the date first set forth above.

Witnesses:  

By:  
Name:  

By:  
Name:  

BLACKBOARD INC.

By:  
Name:  

By:  
Name:  

[Signatures continued on next page]
[Signature Page to Agreement for External Web Customer Management System and Hosting Services between The School Board of Duval County, Florida, and Blackboard Inc. Dated June 6, 2018]

ATTEST:

By:  
Dr. Patricia S. Willis, 
Superintendent of Schools and Ex-Officio Secretary to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By:  
Paula D. Wright, Chairman

Form Approved:

By:  
Karin K. Chastain, Office of General Counsel

Approved by the Board: June 5, 2018
EXHIBIT A
RFP
June 5, 2018, Regular Board Meeting

Title
48. CONTRACT APPROVAL FOR WEB CONTENT MANAGEMENT SYSTEM AND MOBILE APPLICATION

Recommendation
That the Duval County School Board approve the attached agreement with Blackboard Inc. in an amount not to exceed $253,244.86 for the 2018-2019 school year.

That the Duval County School Board authorize the Chairman or Vice Chairman, and the Superintendent, to execute the agreement contingent upon form approval by the Office of General Counsel.

That the authority be delegated to the Superintendent to renew the agreement for subsequent years, provided the terms and conditions are the same and subject to the availability of funds.

Description
Duval County School District issued RFP No. 03-18/TW to hire a company for web site content management system, web hosting and a mobile application. The evaluation committee selected Blackboard with whom to enter an agreement. The District has more than 170 web sites and 30,000 + web site pages to share important information about the District and its schools with key stakeholders and the public.

Gap Analysis
The existing contract to provide a web content management system, web hosting and mobile application for the District expires in July 2018. The District concluded an RFP process to enter into a new contract with an appropriate vendor who can serve a large school district, and ensure high value at a competitive price for this service.

Previous Outcomes
An initial agreement to provide a web content management system, web hosting and mobile app was entered into by the District and Blackboard in 2013. The evaluation committee selected Blackboard from five applicants for the award of a new contract pursuant to RFP No. 03-18/TW.

Expected Outcomes
The new agreement provides updated, easier-to-use, software and updated, modern web page templates to apply to the District web site and all school websites to increase awareness of the District brand, and pertinent information for potential students, existing students and corresponding stakeholders.

Strategic Plan Goal
Sustain Engagement of Parents, Caregivers & Community
Financial Impact
The cost of the service has been budgeted for the 2018-19 school year. The cost is $253,244.86 in the first year and $222,344.86 in the second year (subject to appropriated funds). There are three (3) options to renew at $222,344.86 each year.

This is comparable to previous annual costs with the addition of upgraded web site templates for each school site and the District site. The other firms cost more (range 2-28% higher) or could not demonstrate the ability to meet the needs of a large district.

Contact
Tracy Pierce, Chief of Marketing and Public Relations, 904-390-2993

Attachments
1. Blackboard Web final
## EVALUATION COMMITTEE SUMMARY

<table>
<thead>
<tr>
<th>Ranking</th>
<th>Proposer</th>
<th>Available Points</th>
<th>Points Attained</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Blackboard, Inc</td>
<td>600</td>
<td>462.50</td>
<td>77%</td>
</tr>
<tr>
<td>2</td>
<td>West Interactive Services</td>
<td>600</td>
<td>434.00</td>
<td>72%</td>
</tr>
<tr>
<td>3</td>
<td>Active Internet Tech(Finalsi)</td>
<td>600</td>
<td>310.50</td>
<td>52%</td>
</tr>
<tr>
<td>4</td>
<td>Aptiris</td>
<td>450</td>
<td>145.50</td>
<td>32%</td>
</tr>
<tr>
<td>5</td>
<td>School Pointe</td>
<td>450</td>
<td>134.50</td>
<td>30%</td>
</tr>
<tr>
<td>6</td>
<td>Brain Surface, LLC</td>
<td>450</td>
<td>96.00</td>
<td>21%</td>
</tr>
</tbody>
</table>

- Recommended Vendor

** Aptiris, Inc, School Pointe, Inc, and Brain Surface, LLC not eligible for points for the interview criteria
ADDENDUM NO. 1
Information only
www.duvalschools.org/purchasing

Issue Date: January 26, 2018
Buyer: Terrence Wright
Bid Number: RFP No. 03-18/TW
Bid Title: External Web Customer Management System and Hosting Services
Term of Bid: July 1, 2018 through June 30, 2020 with three (3) additional one (1) year options to renew.
Opening: Thursday, February 8, 2018, 2:00 p.m. (EDT). Bids received prior to this date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.
Purpose: To answer questions received.

1. Question: Whether companies from Outside USA can apply for this? (like, from India or Canada)
   Answer: Yes, as long as all the requirements of the RFP are met.

2. Question: Whether we need to come over there for meetings?
   Answer: Yes. There will be times when in-person meetings will be requested and necessary. Additionally, prior to award, interviews as outlined in section 8.0 of the RFP, are a part of the evaluation criteria. Proposers that are chosen to interview are expected to interview in-person.

3. Question: Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
   Answer: Yes, as long as all the contractual tasks and requirements are successfully met.

4. Question: Can we submit the proposals via email?
   Answer: Proposals cannot be submitted via email.
5. **Question:** On point 1.4 in the document - the sentence got cut off. Can we verify what should have been included?

   **Answer:** Section 1.4, the final sentence should read: The fee structure of the Contractor shall remain firm for the entire contract term including any and all renewals.

6. **Question:** Could you please share the districts post-award schedule?

   **Answer:** A post award schedule will be negotiated with the selected respondent.

7. **Question:** When does the district expect development to happen July 1, 2018 or immediately after April award date?

   **Answer:** Development will begin once the award is approved by the Duval County Public School Board.

8. **Question:** When would the district like to be live with new site? Is that a hard date or do you have flexibility?

   **Answer:** The District is flexible with the live date.

9. **Question:** The RFP mentions as part of implementation, "Perform a migration of content from existing sites to new sites." Could you clarify what the District has in mind with regards to this? Does it imagine porting all page content, as is, from the existing sitemap to a corresponding sitemap on the new site with the same structure? Or will the District be providing a list of pages/content and a mapping of what content should move and where? Finally, would the District consider it an adequate response to leave the final scope of this requirement to be determined based on our recommendations and after the discovery phase?

   **Answer:** All page content will be migrated from an existing sitemap to the corresponding sitemap. The final scope of the requirement should be included in the proposal and in the cost of work.
REQUEST FOR PROPOSALS (RFP)

RFP NO. 03-18/TW

External Web Customer Management System and Hosting Services

RFP Release Date: January 11, 2018
Deadline for Written Questions: January 25, 2018, 4:00 p.m. EDT
Proposals Opened: February 8, 2018, 2:00 p.m. EDT
Committee Evaluation: February 15, 2018
Presentations: February 26, 2018
Board Award: April 2018

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services Department
4880 Bulls Bay Highway
Jacksonville, Florida 32219
ATTACHMENT A

Duval County Public Schools
1701 Prudential Drive
Jacksonville, FL 32207

www.duvalschools.org
PHONE: (904) 390-2000
TDD: (904) 390-2898

Purchasing Services
4880 Bulls Bay Highway
Jacksonville, FL 32219

PH: (904) 858-4848
FAX: (904) 858-4868

Request for Proposals (RFP)
Required Response Form

EXTERNAL WEB CUSTOMER MANAGEMENT SYSTEM AND HOSTING SERVICES
RFP No. 03-18/TW

This response must be submitted to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, FL 32219-3235, no later than 2:00 p.m. EDT on February 8, 2018 and plainly marked RFP No.03-18/TW. Responses are due and will be opened at this time. Responses received after 2:00 p.m. EDT on the date due will not be considered.

Anti-Collusion Statement / Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete, and unconditional acceptance of the contents of all pages, inclusive of this Request for Proposal, and all appendices/attachments and the contents of any Addendum released hereto.

VENDOR (firm name):

STREET ADDRESS:

CITY & STATE:

PRINT NAME OF AUTHORIZED REPRESENTATIVE:

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: ___________________________ DATE: ____________

CONTACT PERSON:

CONTACT PERSON'S ADDRESS:

TELEPHONE: _________________ FAX: _____________ TOLL FREE: _______________

INTERNET E-MAIL ADDRESS: _____________________ INTERNET URL: ___________________

VENDOR TAXPAYER IDENTIFICATION NUMBER: _____________________

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.
ITEMS TO BE RETURNED WITH PROPOSAL:

1. Required Response Form – Attachment A
2. Cost Proposal Worksheet – Attachment B

Note: In accordance with section 4.3, please submit proposal as follows:

1. One (1) manually signed original
2. Two (2) photocopies of original
3. Seven (7) USB Flash Drives in .pdf format
DUVAL COUNTY PUBLIC SCHOOLS
RFP: EXTERNAL WEB CUSTOMER MANAGEMENT SYSTEM
AND HOSTING SERVICES
RFP No. 03-18/TW

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8.0  Proposal Format
9.0  Evaluation Criteria
10.0 Proposal Evaluation Process
11.0 Replacement of Contractor Staff
12.0 Cancellation of Award/Termination
13.0 Default
14.0 Legal Requirements
15.0 Federal and State Tax
16.0 Conflict of Interest
17.0 Insurance Requirements
18.0 Indemnification/Hold Harmless Agreement
19.0 Public Records Law
20.0 Permits and Licenses
21.0 Public Entity Crimes
22.0 Assignment of Contract and/or Payment
23.0 Agreement
24.0 Dispute
25.0 Disclaimer
26.0 Office of Economic Opportunity (OEO) Encouragement
ATTACHMENTS:

A. Required Response Form – Page 1 of 31
B. Cost Proposal Worksheet

EXHIBITS:

1. Member Evaluation Worksheet
2. Composite Federal Forms
DUVAL COUNTY PUBLIC SCHOOLS
RFP: EXTERNAL WEB CUSTOMER MANAGEMENT SYSTEM
AND HOSTING SERVICES
RFP No. 03-18/TW

1.0 **INTRODUCTION:**

1.1 **Purpose and Background:**

The District has published this Request for Proposal, hereinafter referred to as “RFP,” for the Communication Department to solicit proposals for an integrated Content Management System (CMS) and mobile app solution that meets the features and specifications of the products and services outlined in this RFP. The District seeks to leverage the newly implemented CMS and app selected through the RFP process to serve the District and 163 individual schools in their need to communicate information to a variety of internal and external stakeholders.

The CMS the District is seeking should allow website content creation, management, presentation, publication and deployment through both a desktop and mobile application. This CMS will provide administrative access to a wide variety of users (district, school, program, and department staff) to communicate to a wide audience including students, parents, employees and the community. The solution should provide a consistent design across pages and sites allowing for individualized content and limited configuration/customization by each school or department.

The app the District is seeking should be a mobile application solution that has the ability to serve the communications needs of the District and individual schools, as well as specialized programs and departments. The mobile app should be available for use on both Android and iOS devices, and there is a strong preference that the two systems – the website CMP and mobile app – obtain their content from the same backend systems so as to eliminate content creation redundancies.

As a recipient of federal financial assistance, the District is subject to Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, and their respective implementing regulations. As a result, the District’s online content and functionality must be accessible to people with disabilities, and the CMS must include an auditing program to ensure accessibility for people with disabilities.

The District desires to implement a standardized format along with a single district-wide mobile app that will integrate with existing administrative and school applications.

1.2 **General Information about District Schools:**

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by the District’s school officials. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of the District. The Superintendent of Schools is responsible for the administration and management of the schools within

Page 5 of 31

RFP No. 03-18/TW, External Web Customer Management System and Hosting Services
the applicable parameters of state and federal laws and regulations, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District.

The District is coterminous with Duval County, which covers 850 square miles and operates 171 facilities, including administrative areas, elementary schools, middle schools, high schools and specialized schools.

The District serves approximately 128,000 students (the student population changes annually). It is the second largest employer in Jacksonville with approximately 11,800 full time staff (approximately 8,300 teachers) at 99 elementary schools, 3 grades K-6 schools, 2 grades K-8 schools, 24 middle schools, 2 grades 6-12 schools, 19 high schools, 6 exceptional student centers, 1 virtual school, 7 alternative schools, 33 charter schools, and additional administrative facilities.

1.3 Award:

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Based on the proposals received, the Board may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; 2) Negotiate with the highest ranked firm or firms, or; (3) require the top ranked firms to make oral presentations. Proposers are advised to provide a competitive offer with the initial proposal since the District reserves the right to award a contract based on initial proposals without further discussion or negotiation.

The proposal most advantageous to the Board, at its sole discretion, will be selected. The Board reserves the right to negotiate out unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the Board and the selected Proposer cannot be successfully negotiated and executed, the Board reserves the right to discontinue negotiations with such Proposer and to negotiate and execute a contract with the next highest ranked Proposer.

1.4 Contract Term:

The District shall select a Contractor to provide complete External Web Customer Management System and Hosting services as herein described for the District commencing from the July 1, 2018 through June 30, 2020 (subject, however, to availability of lawfully appropriated funds for each District fiscal year). The Contract may thereafter be renewed for three (3) additional one (1) year periods, upon the consent and agreement of both parties. The fee structure of the Contractor shall remain firm for the entire contract term including any and all.

2.0 SCOPE OF WORK:

As the work outlined in this RFP will involve a redesign of the public-facing District and school websites, we anticipate that the scope of work may include the following phases:

A. Planning
• Participate in strategic conversations about website design, information hierarchy, and content management
• Participate in conversations about functional requirements and develop implementation timelines with personnel
• Create production timelines based on conversations with the District
• Create reasonable implementation timelines based on conversations with the District

B. Building

• Work with the District to develop templates for both District and Schools
• Integrate current systems and interfaces
• Ensure accessibility compliances

C. Implementation

• Perform a migration of content from existing sites to new sites
• Train multiple levels of users

D. Support

• Continue to provide ongoing support in a timely manner and training plus initial on-site training for “super users”. This training must be adequate for the super users to be competent in operation of this product.
• Provide detailed documentation for super users to train content managers
• Provide information about upcoming upgrades and releases

The vendor's proposed product will:

1. Work as the district's public websites & 198 school websites
2. Provide multiple calendars: Lunch menu/district event calendars
3. Provide mobile version
4. Provide multiple languages
5. Provide state-of-art search engine
6. Provide social media sharing abilities
7. Be compatible across operating systems and browsers
8. Be American with Disabilities Act and Children’s Online Privacy Protection Act Compliant
9. Provide audit alerts for ADA compliance
10. Have a robust document library and provide alerts for document aging
11. Be visually appealing with an attractive mix of text, photos and graphics
12. Be easily accessed and navigated both internally to the District and externally
13. Create a consistent and standardized format and enhanced graphical look for all phases; thereby establishing a unified theme throughout the District’s website and school websites. Flexibility should also be provided to allow for different District functions.
14. Provide an overall architecture that is conducive to future growth of information sharing, services and functions that is easily maintained by the District’s departmental personnel and school personnel
15. Be able to trace site analytics using Google Analytics. Maintenance software which includes reporting functions would be valuable.
16. Have the ability to create and use electronic submission forms
17. Provide ability for “super users”/content managers to create new pages easily within the CMS with easy access to standard formatted pages for consistency in design creation
18. The Vendor will provide training and ongoing support for district personnel assigned to managing content on the new web platform. Vendor must provide on-site training for approximately seven super users. This training must be adequate for the super users to be competent in the operation of this product. The District is the sole determinant when the super user has trained to an adequate degree. The Vendor will also provide detailed documentation for super users to train content managers on their function.
19. The website shall be available to the public 24/7 with no downtime when updates to content or data are done and provide high-speed upload with minimal download response times for all types of equipment (i.e., high-speed and low-speed) in use by the public.
20. The product propose will allow for delegate content management. The District’s preferred website model calls for authorized District staff to have the ability to perform routine content management related to routine information such as the posting of meeting dates, agendas, minutes, departmental events, removing old and outdated information and general noticing. A staff webmaster(s) should have more comprehensive ability to provide quality control and the ability to update non-routine information. Therefore, a system needs to be structured for maintenance and updating capabilities by non-technical staff. The District is interested in a robust content management process and is open to ideas on how best to accomplish this aspect of the website.
21. The proposed solution shall be capable of backups where backups will be performed by the Vendor

3.0 EX PARTE COMMUNICATION:

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with District personnel involved with or related to the RFP, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the Respondents’ proposal.

Ex parte communication, whether verbal or written, by any potential Respondent or representative of any potential Respondent to this RFP with Board members is also prohibited and will result in the disqualification of the Respondent.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective Respondent are necessary for, and solely related to, the ordinary course of business concerning the District’s existing contract(s) for the materials or services addressed in this RFP (but in no event shall any existing vendor intending to submit a proposal initiate communications to any member(s) of the School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).
4.0 **PREPARATION AND SUBMISSION REQUIREMENTS:**

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

4.2 **All proposals must be received no later than 2:00 p.m. (EDT), on February 8, 2018.** Official time for the purpose of RFP opening will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville. If a proposal is transmitted by US Mail or other delivery medium, the Proposer(s) will be responsible for its timely delivery to Purchasing Services, 4880 Bulls Bay Highway, Jacksonville FL 32219-3235. Any proposal received after the stated time and date or at other location will not be considered.

4.3 **One manually signed original, two (2) photocopies of original, and seven (7) copies on USB Flash Drive.** (8 USB Flash Drives to be submitted) of the complete proposal must be sealed and clearly labeled "REQUEST FOR PROPOSAL: External Web Customer Management System and Hosting Services" on the outside of the package. The legal name, address, Proposer(s)’ contact person, and telephone number must also be clearly annotated on the outside of the package.

The manually signed original shall be marked as “ORIGINAL”. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

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

Any corrections of unit prices must be by line-outs of the original prices with correct amounts typed or written in and initialed by the originator. Corrections made using correction fluid (white out) or any other method of correction are **unacceptable**.

**NOTE:** It is the sole responsibility of each respondent to assure all proposal copies are EXACT duplicates of the original proposal. USB Flash Drives will be utilized by the Evaluation Committee for the purpose of evaluation of proposals.

Any information contained in the original proposal which has not been transferred to the USB Flash Drive or photocopies will NOT be considered. **The original document will be used solely for official record keeping purposes.**

4.4 Potential Proposers shall not contact, by written or verbal communication, any District employee for information regarding this RFP other than as expressly permitted by this RFP.

Additions, deletions or modifications to information contained in the RFP document will be presented to all potential Proposers by means of a written addendum, if necessary.

No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District. Any questions or requests for clarification regarding this RFP shall be submitted to Terrence Wright, Purchasing Services in writing via e-mail at wrightt@duvalschools.org. The deadline for such questions or requests will be 4:00 p.m., EDT on Thursday, January 25th, **unless otherwise extended in writing by the District.** Questions or requests
for clarification received after the deadline will NOT be addressed. Note that Proposers are requested to submit questions regarding this RFP for the District’s clarification via issued Addenda, instead of Proposer’s taking exceptions to any terms or conditions of this RFP within the submitted proposal.

4.5 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 one hundred twenty (120) days, to provide the District ample time to award the Contract for the services specified in the proposal and this RFP. Concurrent with the delivery of the Proposer’s proposal, the Proposer shall also irrevocably deliver a completed and properly signed Attachment A. Upon completion of the award process and within three (3) business days of the School Board’s completion of the award process at its duly called meeting the required insurance certificate must be delivered. (see Section 17.0 of this RFP).

5.0 FAMILIARITY WITH DISTRICT AND ADDITIONAL INFORMATION:

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The Proposers(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowance will be made due to lack of knowledge of these conditions.

Submission of a proposal shall constitute acknowledgement by the Proposers that it is familiar with all conditions. The failure to familiarize itself with the sites shall in no way relieve him or her from any obligations with respect to the proposal.

6.0 TIME SCHEDULE:

The District will attempt to adhere to the following time schedule:
Thursday, January 11th, RFP Distribution
Thursday, January 25th, at 4:00 p.m. (EDT) Deadline for questions
Thursday, February 8th, at 2:00 p.m. (EDT) Proposal Opening
Thursday, February 15th, Committee Evaluation
Wednesday, February 26th, Presentation
Board Award, April 2018

Inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

The District reserves the right to schedule Mandatory pre-proposal conference(s) as necessary to encourage competition and serve to advance the best interests of the District.

7.0 DISTRICT’S RIGHTS AND RESERVATIONS:

A. The District reserves the right to accept or reject any or all proposals.
B. The District reserves the right to waive any irregularities and technicalities and may at its sole discretion request clarification or other information to evaluate any or all proposals.

C. The District reserves the right, before awarding the Contract, to require Proposers(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

D. The District reserves the right, prior to its Board approval, to cancel the RFP or portions thereof, without liability to any Proposers or the District.

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

F. The District reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the District reserves the right to discontinue negotiations and to negotiate and recommend award to the next highest ranked Proposer or subsequent Proposer(s) until an agreement is reached.

G. The District reserves the right to require presentations/interviews with the highest ranked respondents. If presentations/interviews are deemed necessary, the District will notify the affected respondents by email not later than seven business days prior to their respective scheduled presentation/interview.

8.0 PROPOSAL FORMAT AND EVALUATION CRITERIA:

TAB A: Provide the following information:
- An introductory letter that includes all contact information for the company, signed by the person who can initiate a contract. (1-page limit)
- A brief history of your company including years in business (2-page limit)
- Organizational chart of your total staff, highlighting the number of technical staff and those who will work on the project (1-page limit)

TAB B: RFP Response (Excluding Price)
Section 1: Vendor Qualifications/Experience with Similar Projects (25 pts)

Section 1.1 - Provide documentation to verify the proposer possesses adequate financial support, assets and organization to provide the products and services required in this RFP. This may take the form of financial statements, credit ratings, a line of credit or other financial arrangements sufficient to enable the proposer to be capable of meeting the requirements of the RFP.

Section 1.2 - Provide related project experience by including no fewer than three URLs of websites developed for large, urban school districts or organizations of similar size. Those should ideally be examples for which the staff proposed to work with the District have played a role. Please provide a case study with each URL.
Section 1.3 - Provide letters of performance support from no fewer than three past clients from large, urban school districts or organization of similar size. Include the names of individuals you would propose the District contact, together with phone numbers and company names and addresses. These should ideally be references for which the proposed staff have played a role.

Section 1.4 - Provide demonstrated capabilities to provide all services requested, or provide list of robust partnerships proposed to complete the project. Information of work to be performed by partners/subcontractors should be complete and detailed.

Section 2: Vendor Background (15 pts)

Section 2.1 - Provide a description of the proposer's creative and development approach to this project.

Section 2.2 - Provide demonstrated certifications, degree and experience of all team members or partners who would be assigned to work on this project. Describe process for identifying and replacing personnel, if necessary, during term of contract. Replacement or substitution of personnel proposed shall require prior approval of the District. Describe the process for replacement, if the District requests the replacement of personnel assigned by the vendor.

Section 3: Quality of Proposed Solution (30 pts)

Section 3.1 - Provide a description of the proposed software/CMS/platform including the product highlights and features.

Section 3.2 - Describe any information that the District must supply and or any other resources the District must supply in order for the vendor to complete the required deliverables. Vendor is responsible for the provision of all resources not specifically listed herein.

Section 3.3 - Provide an estimated timeline/work plan to perform the services required for intranet and internet, indicating major milestones and the estimated amount of time required for each phase. Indicate evidence of success and the methodology used to meet proposed timeline. Topics should include but are not limited to needs assessment, design, development, conversion of existing websites/implementation and training. Specify the areas where services will be provided as well as clearly specifying the responsibility areas of the District.

Section 3.4 - Provide a sample standard vendor contract.
RFP Cost Proposal Worksheet & Fee Schedule (20 pts)

You must fill out the Cost Proposal Worksheet (Attachment B) with your pricing. Failure to include your pricing on the Cost Proposal Worksheet may result in rejection of the RFP. Do not submit cost information in any other format.

Interview (30 pts)

Only those Proposers selected by the Committee to provide presentations/interviews will be eligible for points in this category, and the points awarded by the Committee will be in addition to points assigned in all other Evaluation Criteria. Once the Committee prepares a subtotal of the scores for the Evaluation Criteria in subsection 8.0 above, the Committee will require presentations/interviews with the top three (3) ranked firms. The Committee may also decide, in its sole and absolute discretion, to interview additional ranked firms as well. The Committee may also decide, in its sole and absolute discretion to make an award to the highest ranked proposers without conducting presentations/interviews. The Proposers selected for the interviews under this section shall be notified in writing, and shall be prepared to make its presentation to the Committee according to the schedule in section 6.0 above. The selected firms will be expected to address the following during the interviews/presentations:

A. Proposed Project Staff and Functions (10 points): The firms should name the actual staff to be assigned to this project, describe their ability and experience and portray the function of each within their organization and their proposed role on this project. The staff should be present at the interview.

B. Overall Approach and Methodology (10 points): The firms should demonstrate verbally and/or graphically their plan for performing this project, documenting the services to be provided and showing the interrelationship of all parties.

C. Budget and Cost Control (5 points): The firms should review the cost to complete the project and ways in which they will stay in budget.

D. Scheduling the Project (5 points): As a part of the project approach, the applicants should propose a scheduling methodology for effectively managing and executing the work in optimum time. The firm should indicate their procedure for scheduling and for compliance controls on how they would manage this project. The firms should describe any representative current projects and the projected, versus the actual, schedule of each.

9.0 EVALUATION CRITERIA:

A District evaluation committee will be established to evaluate proposers’ responses to each of the RFP requirements. Each response will be reviewed, discussed, evaluated and ranked by each of the committee members. Proposals should be complete on their face. However, after opening of responses, the District reserves the right to waive irregularities in any proposal, to request clarification information it deems appropriate from one or more respondents, to request supplemental information from all respondents, and to factor any additional information in the evaluation. The District may or may not require oral presentations of a group of finalists in person or on the telephone and may request further information from those finalists.
The District reserves the right to request one or more respondents to a Best and Final Offer process. This may be used when no single response addresses all the specifications, when the costs submitted by all proposers are too high, when two or more proposers are virtually tied after the evaluation process, or when all proposers submitted responses that are unclear or deficient in one or more areas. If a Best and Final Offer is used, proposers may be required to submit revisions to the RFP response. The District will send out a Best and Final Offer request to invited respondents that will set forth the areas of the proposal to be covered, and the date and time by which the Best and Final Offer must be returned. All respondents will be treated equally and no information will be transmitted from one respondent about the other respondent’s offer during the process. The District reserves the right to apply additional criteria not listed in the original RFP to the Best and Final Offer process but any additional criteria will be disclosed to proposers in the Best and Final Offer.

Proposals will be ranked based on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Qualifications</td>
<td>Proof of proposer’s financial stability. Experience of firm in providing similar projects to similar institutions</td>
<td>25</td>
</tr>
<tr>
<td>Vendor Background</td>
<td>Experience of staff, creativity</td>
<td>15</td>
</tr>
<tr>
<td>Quality of Proposed Solution</td>
<td>Quality of proposed methodology and approach to project and ability of proposer to meet District needs</td>
<td>30</td>
</tr>
<tr>
<td>Cost Proposal Form</td>
<td>Pricing</td>
<td>20</td>
</tr>
</tbody>
</table>

10.0 PROPOSAL EVALUATION PROCESS:

Proposals are received and publicly opened. Only names of Proposers are read at this time.

An Evaluation Committee will convene, review and evaluate all proposals submitted based on the factors set forth in the RFP. The Proposer’s complete response will be reviewed and evaluated by the Evaluation Committee.

The Evaluation Committee reserves the right to interview any or all Proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award.

All proposals will be evaluated in accordance with the evaluation criteria specified in this document. Information derived by investigation and overall due diligence of District staff will be considered. Based on the proposals received, the District may elect to proceed based on any of the following options, but will not necessarily be limited only to these options: (1) Award to the best initial proposal without any further discussion or negotiation; (2) Negotiate with the highest ranked Proposer; or, (3) Allow the top ranked Proposers make oral presentations.

Proposers are advised to provide their respective best offer with the initial proposal because the District reserves the right to award a Contract based on initial proposals without further discussion or negotiation.
The proposal most advantageous to the District in its sole discretion will be selected. The District reserves the right to negotiate revisions to or removal of unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event that a mutually acceptable contract between the District and the selected Proposers cannot be successfully negotiated and executed, then the District reserves the right to discontinue negotiations with such Proposers and to negotiate and execute a Contract with the next-ranked Proposers. Note section 4.4 above, where Proposers are requested to submit questions during the addendum process instead of taking exceptions within the proposal to the terms and conditions in this RFP.

The District reserves all rights, in its sole discretion, not to issue an award to any Proposers, to cancel this RFP at any time, to reissue this RFP for any reason, or a combination of any or all of the above. The District will not be liable to any Proposer for any costs incurred in connection with this RFP as a result of any of the above stated actions taken by the District.

A recommendation agenda item will be submitted to the Superintendent of Schools, Duval County, Florida. The Superintendent will then recommend to the School Board the award or rejection of any and/or all proposal(s). The School Board will then award or reject any or all proposal(s).

11.0 REPLACEMENT OF CONTACTOR STAFF:

Replacement personnel must have, at a minimum, credentials equivalent to the individuals whom they replace. Resumes of replacement management personnel may be required to be submitted to the District for review.

12.0 CANCELLATION OF AWARD/TERMINATION:

12.1 Cause:

In the event the Contractor, either willfully or unintentionally violates any of the provisions of the Contract, the Superintendent or designee shall give written notice stating the deficiencies.

The Contractor shall provide to the District its action plan within two (2) business days after the District’s notification, and the Contractor shall have ten (10) business days after the District’s initial notice to complete the cure set forth in its action plan.

12.2 Convenience:

The District, reserves the right to terminate any contract resulting from this RFP, at any time and for any reason, upon giving no less than sixty (60) calendar days prior written notice.

If said Contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said Contract. Access to any and all work papers will be provided to the District after the termination of the Contract.
The parties understand and agree that the Contractor shall in no event have the reciprocal right to terminate the Contract; it being understood that the District’s payments to the Contractor forms the consideration for the District’s termination for convenience not being available to Contractor. In the event of the District’s termination of the Contract, the District (in its sole election) may also require the Contractor to provide the transition assistance as set forth in Section 12.6 of this RFP.

12.3 Breach of contract resulting in termination of the Contractor for cause may result in the Contractor being debarred from future solicitations pursuant to School Board Policy 7.70.

12.4 FORCE MAJEURE: Whenever the Contractor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the Contractor to promptly send written notice to the District’s Director of Purchasing Services, as to the extent of this disruption and its probable effect upon this Contract. If, in the opinion of the District, the disruption presented is commensurate with the conditions established herein, the District may elect to modify delivery/service timelines, renegotiate the Contract in whole or in part, or cancel all or any portion of the Contract. The Contractor will be given written notification of all decisions made. The decision of the District shall be final, and the District’s objective will be a solution that is mutually beneficial.

12.5 Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Contract may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

12.6 In order to provide transition assistance to the District in the event that the Contract is terminated or expires, the Contractor agrees that the District may provide written notice to the Contractor retaining the Contractor for a mutually agreed upon period of time (at a minimum of one calendar month, plus five (5) additional calendar months on a month-by-month basis at the District’s sole and unilateral election) on the same terms and conditions set forth in the Contract (the “Transition Assistance”). The provisions of this section will not apply if the Contract is terminated by the Contractor based on an uncured event of default by the District.

13.0 DEFAULT:

In the event that the Contractor breaches the Contract, the District reserves the right to seek any and all remedies in law and/or in equity.

14.0 LEGAL REQUIREMENTS:

14.1 It shall be the responsibility of the Contractor to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Contractor shall in no way be a cause for relief from responsibility. Upon award, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement, the following, all of which shall be incorporated into the
Agreement by this reference, and which are attached as composite Exhibit 2: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

14.2 The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or Subcontractor. Accordingly, Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor’s performance under the Contract on account of a person’s actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Contract.

14.3 Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

14.4 JESSICA LUNSFORD ACT:

The Contractor shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005 (if applicable). The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional Contractors when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, Contractors shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the Contractor. The Contractor shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the Contractor / Contractor’s employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F.S

14.5 Other Legal Requirements. All the personnel assigned by the Contractor and any subcontractor shall be authorized under state and local laws to perform such Services, whether by appropriate license, registration, certification or other authorization.
14.6 Representations and Warranties.

14.6.1 The Contractor warrants that it is a duly formed business entity duly organized and existing in good standing under the laws of the State of its formation and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to the Contract in the State of Florida. The Contractor agrees that it will comply with all rules and regulations of governmental bodies governing its performance under this RFP and the resulting Contract whether or not such specified in the Contract and Exhibits. The Contractor further warrants that the execution and delivery of the Contract and the terms and conditions herein have been duly authorized by proper corporate and/or partnership action (as the case may be).

14.6.2 The Contractor shall comply with all applicable federal, State and local laws, ordinances, rules, and regulations pertaining to the performance of the Services and all matters pertaining to the Contract, as the same exist and as they may be amended from time to time.

14.6.3 Each Party agrees to continue performing its obligations under the Contract while any dispute is being resolved (except to the extent the issue in dispute precludes performance); provided, however, that any dispute over payment shall not be deemed to preclude performance.

14.6.4 Each Party agrees that, in its respective dealings with the other Party under or in connection with the Contract, it shall act in good faith.

14.6.5 Neither Party shall use the name or marks of the other without its express written permission, which may be withdrawn at any time.

14.7 Miscellaneous. The Contract to be awarded pursuant to this RFP shall be further governed by the following:

14.7.1 This RFP and any Contract resulting therefrom shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of the Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.

14.7.2 The Contract shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

14.7.3 Except for the provisions requiring Contractor to pay the District’s reasonable attorneys’ fees and costs for any matter arising under Section 18 of the RFP (which shall control), in the event of any other conflict arising from the Contract, each party shall pay its own attorneys’ fees and costs.

14.7.4 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

14.7.5 Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the
execution of the Contract by the District nor any other conduct, action or inaction of any District representative relating to the Contract is a waiver of sovereign immunity by the District.

14.7.6 The Contract may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.

14.7.7 The Article and Section headings and the table of contents used herein are for reference and convenience only and shall not enter into the interpretation hereof.

14.7.8 The Contractor is, and shall at all times be, an independent contractor under the Contract and not an agent of the District. Nothing in the Contract nor any actions taken by or arrangements entered into between the Parties in accordance with the provisions of the Contract shall be construed as or deemed to create as to the Parties any partnership or joint venture. Neither Party shall have any authority to bind or commit the other Party contractually or otherwise to any obligations whatsoever to third parties.

14.7.9 The Contract is entered into solely between, and may be enforced only by, the District and the Contractor, and the Contract shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or employees of either Party, or to create any obligations of a Party to any such third parties.

14.7.10 Except where expressly provided as being in the discretion of a Party, where agreement, approval, acceptance, consent, or similar action by either Party is required under the Contract, such action shall not be unreasonably delayed or withheld. An approval or consent given by a Party under the Contract shall not relieve the other Party from responsibility for complying with the requirements of the Contract, nor shall it be construed as a waiver of any rights under the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

14.7.11 The provisions in this RFP and all contract documents, which by their nature are intended to survive the expiration, cancellation or termination of the Contract, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Contract.

14.7.12 All media releases, public announcements, and public disclosures by either Party relating to the Contract or the subject matter of the Contract, including promotional or marketing material, shall be coordinated with and approved by the other Party prior to release. Contractor shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

14.7.13 Time shall be of the essence as to all provisions of the Contract. If any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday or legal holiday. Saturdays, Sundays and legal holidays shall not be considered business or working days.

14.7.14 Every notice, approval, consent or other communication authorized or required by the Contract awarded pursuant to this RFP shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the other party at its address provided below, or directed to the Contractor as established promptly after the award of the Contract pursuant to this RFP. Either party may change the address by written notice to the other party from time to time in accordance herewith.
If to District:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Superintendent

With copy to:
Office of Legal Services
1701 Prudential Drive, Room 653
Jacksonville, FL 32207
Phone: (904) 390-2111

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the services set forth in the Contract, as well as the process for routine or administrative communications. The parties shall also reasonably cooperate as to the development (including content and format) of the invoicing and any reports to be provided by Contractor as part of the services.

14.7.15 Gratuities and Kickbacks. Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the District, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. Contractor further warrants that it, nor any of its directors, employees, officers or agents, nor any of Contractor’s respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
14.7.16 In the event of any conflict among the documents, the order of priority of the contract documents shall be as follows:

First, to any executed Contract resulting from the award of this RFP;
Second, Addenda (if any) released for this RFP, with the latest Addendum taking precedence;
Third, the RFP, and
Last, the awardee’s Proposal.

14.7.17 The District shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of goods and/or services provided in accordance with the terms and conditions of the agreement. Any Penalty for delay in payment shall be in accordance with applicable law. No payment shall be made for travel.

Each payment obligation of the District created by the agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, the agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify the Contractor at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

15.0 FEDERAL AND STATE TAX:

Employment taxes: The Contractor shall comply with all matters relating to the timely payment of all taxes (Federal, State and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes. The Contractor shall indemnify, defend, and hold District harmless from any liability for any required tax responsibilities.

Tangible taxes: The District is exempt from Federal and State taxes for tangible personal property. The Contractor’s doing business with the District shall not exempt Contractor from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor shall Contractor be authorized to use the District’s Tax Exemption Number in securing such materials.

16.0 CONFLICT OF INTEREST:

16.1 Pursuant to the District’s Policy, all proposers and Contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the proposer or contractor in any capacity related to procurement of services under this RFP, and who within the last two (2) years, have been or are employees of the District. And all proposers and contractors are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the Contractor’s business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District’s employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates they held those positions. By its signature of the Agreement, the Contractor shall certify to the District that there are no names to disclose to the District pursuant to this section, unless Contractor provided the names when
Contractor Submitted its response to the RFP.

16.2 Non-Collusion Statement / Public Domain

I, the Proposer, attests that I have not divulged, discussed, or compared this proposal with any other Proposers and have not colluded with any other Proposers in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

All information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, Florida Statutes.

17.0 INSURANCE REQUIREMENTS:

A. Without limiting any of the other obligations or liabilities of the vendor/contractor, the vendor/contractor shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement.

1. Workers’ Compensation/Employers Liability: The Workers’ Compensation and Employers’ Liability insurance provided by the vendor/contractor shall conform to the requirements set forth herein.

   a. The vendor/contractor insurance, or self-insurance, shall cover the vendor/contractor (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage shall be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

   b. The policy must be endorsed to waive, or for self-insurance the Contractor hereby agrees to waive, the insurer’s right to subrogate against the District, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with the District, and its members, officials, officers and employees scheduled thereon.

   c. Subject to the restrictions of coverage found in the standard Workers’
Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverage’s customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

- $1,000,000 Each Accident
- $1,000,000 Disease - Each Employee
- $1,000,000 Disease - Policy Limit

d. The vendor/contractor may be relieved of providing Workers’ Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the vendor/contractor is exempt from the insurance requirement under F.S. 440.

2. **Commercial General Liability.** The Commercial General Liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

   a. The vendor/contractor's insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

   1) The coverage **may not** include restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.

   2) The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

   b. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

   - $1,000,000 General Aggregate
   - $1,000,000 Products/Completed Operations Aggregate
   - $1,000,000 Personal and Advertising Injury
   - $1,000,000 Each Occurrence

   c. The vendor/contractor shall include the School Board of Duval County, Florida, and its members, officials, officers and employees as “additional insured’s” on the Commercial General Liability coverage. The coverage afforded such additional insured’s shall be no more restrictive than that which
would be afforded by adding the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured’s on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

d. The vendor/contractor shall pay on behalf of the School Board of Duval County, Florida, or its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against the School Board of Duval County, Florida, or its member, official, officer or employee for which the School Board of Duval County, Florida or its member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the vendor/contractor shall conform to the requirements hereinafter set forth:

a. The vendor/contractor’s insurance shall cover the vendor/contractor for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

b. The School Board of Duval County, Florida, and its members, officials, officers and employees shall be included as “additional insured’s” in a manner no more restrictive than that which would be afforded by designating the School Board of Duval County, Florida, and its members, officials, officers and employees as additional insured’s on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

c. The minimum limits to be maintained by the vendor/contractor (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

$1,000,000 Each Occurrence - Bodily Injury and Property Damage Combined

B. EVIDENCE OF INSURANCE. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by the District and shall be maintained in force throughout the term of this Agreement. The vendor/contractor shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers’ Compensation and Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the vendor/contractor shall furnish the District with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability
Insurance (ACORD Form 25) or other evidence satisfactory to the District, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of the School Board of Duval County, Florida, identify this Agreement, and provide that the underwriter shall endeavor that the District shall be given no less than thirty (30) days’ written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the vendor/contractor shall furnish the District with:

   a. A fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of the School Board of Duval County, Florida and its members, officials, officers and employees as Additional Insured’s in the Commercial General Liability coverage.

   b. An original copy of the policy (or policies) upon reasonable request by the District.

3. Until such time as the insurance is no longer required to be maintained by the vendor/contractor as set forth in this Agreement, the vendor/contractor shall provide the District with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to the District, if requested by District, the vendor/contractor shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section. The vendor/contractor may redact or omit those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. **INSURERS QUALIFICATIONS/REQUIREMENTS:**

1. Insurers providing the insurance required by this Agreement for the vendor/contractor must either be:

   a. Authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or

   b. An eligible surplus lines insurer under Florida Statutes. (Except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act).
2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best's Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the vendor/contractor has knowledge of any such failure; the vendor/contractor shall immediately notify the District and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the vendor/contractor has replaced the unacceptable insurer with an insurer acceptable to the District, the vendor/contractor shall be in default of this Agreement.

4. **Primary and Non-Contributory.** The insurance provided by the vendor/contractor pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the School Board of Duval County, Florida, and its member, official, officer or employee.

5. **Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the, vendor/contractor or its Subcontractors or Sub-subcontractors, employees or agents to the District or others. Any remedy provided to the School Board of Duval County, Florida, or its members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

D. **District Approval:** Neither approval by the District nor failure to disapprove the insurance furnished by the vendor/contractor shall relieve the vendor/contractor of the vendor/contractor’s full responsibility to provide the insurance as required by this agreement.

18.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:**

18.1 The Contractor shall, in addition to any other obligation to indemnify the School Board of Duval County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, its agents, officers, elected officials, employees and volunteers 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 from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, 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 the Contractor in the performance of the work; or liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

18.2 Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Agreement. Contractor will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the
performance of the Agreement, including its use by the District. If contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. Contractor shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys’ fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark of (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing.

18.3 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

18.4 Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney’s fees (including paralegal and any other fees) and all costs arising from disputes under the contract.

18.5 The Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida.

18.6 This article will survive the termination of the Contract.

19.0 PUBLIC RECORDS LAW:

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all Respondents in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded Contractor to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the Agreement awarded by the District.

The Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

A. Keep and maintain public records required by the District in order to perform the service.

B. Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as
C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

D. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT’S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER TO BE PROVIDED PURSUANT TO SECTION 14.7.14 ABOVE.

To the extent a proposer asserts any portion of its proposal is exempt or confidential from disclosure under Florida’s public records, the burden shall be on the proposer to obtain a protective order from a jurisdictional court protecting such information from disclosure under Florida’s public records laws and also timely provide a certified copy of such protective order to the District prior to the District’s release of such information into the public domain. It is not contemplated that any portion of a Proposal will be exempt or confidential from disclosure pursuant to Chapter 119, Florida Statutes.

20.0 PERMITS AND LICENSES:

The Contractor shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the District. Some examples may include – but are not limited to: Florida incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

21.0 PUBLIC ENTITY CRIMES:

21.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a
public building or public work, may not submit bids/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.

21.2 The Proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will execute and deliver to the District the appropriate federal debarment certification form within three (3) business days of the award of the Contract.

22.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

22.1 The Contract or agreement is personal to the parties herein and may not be assigned, in whole, or by merger or reorganization by the Contractor without prior written consent of the District in its sole discretion which shall not be unreasonably withheld. The Contractor agrees and represents that all of the Services required hereunder shall be performed by the Contractor as identified in the Proposal, or its subsidiaries, affiliates, or designees.

Notwithstanding the above, should the Contractor desire to delete, add, or amend any subcontractors or engage additional companies as subcontractors then the Contractor shall ensure that each subcontractor complies with all provisions of the agreement, and notwithstanding anything to the contrary, the Contractor shall remain liable for the acts and omission of such subcontractor(s) and the proper performance and delivery of the Services.

22.2 The Contractor herein shall not assign payments under the Contract or agreement without the prior written consent of the District.

23.0 AGREEMENT:

A contract, which shall include the terms and conditions set forth in this RFP, may be released, after award, for any work to be performed as a result of this RFP. This document, the proposal, negotiated terms, agreement if applicable, and any other relevant documents will constitute the complete agreement between the Contractor and the District.

24.0 DISPUTE:

A. Any Proposer who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support (formerly known as Associate Superintendent of Business Services), or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after RFP opening or after recommendation of award [or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement. 

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RFP No. 03-18/TW, External Web Customer Management System and Hosting Services
The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. (EDT) on the fourth (4th) calendar day immediately following the RFP opening or receipt of notice of intent to award recommendation as is appropriate.

If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. (EDT) on the next District work day. Protests shall be presented with specificity, and every issue shall be fully documented.

B. The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

C. The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

D. All Proposers shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

E. The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

F. The Hearing Officer shall issue his/her decision on or before five (5) working days of the completion of the protest hearing.

G. The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

H. The District does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any Proposers utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.

I. Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the proposer but no later than 10 days prior to the date of bid opening or proposal due date.

25.0 **DISCLAIMER:**

Except as expressly set forth in this RFP, all figures presented herein (i.e. square footage, times, rates, and quantities) are for evaluative purposes only and are not deemed to be a direction to Proposers, nor a representation/warranty by the District.

26.0 **OFFICE OF ECONOMIC OPPORTUNITY (OEO) ENCOURAGEMENT:**

The District encourages a maximum participation of SBEs and M/WBEs in its contract awards, based upon availability. The District ensures that private companies doing business with the District are not discriminated against 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.
The awarded Contractor shall submit to the Office of Economic Opportunity a *Quarterly OEO Utilization Report* stating the quarterly activity with certified SBEs and MBEs. The report shall include the name of the company(s), the product(s) or service(s) purchased and the amount. If there is no activity to report for the quarter, the Company shall submit a Good Faith Efforts Statement.
## ATTACHMENT B
### COST PROPOSAL WORKSHEET

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<td>Mobile App Design</td>
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<td>Additional Consultation and Programming (Per Hour)</td>
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### Fee Schedule

The above pricing is effective for a two-year term with three, one-year options to renew.
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Committee Member Printed Name and Signature

Date

RESPONDENT

Page 1 of 1

Exhibit 1

RFP No. 03-18/TW, External Web Customer Management System and Hosting Services
EXHIBIT 2
COMPOSITE FEDERAL FORMS

FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (defined as any individual or company who agrees to provide materials or services at a specified price) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (the “District”) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by the District, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor’s books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow the District to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to the District a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to the District a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to the District a federal drug free workplace certification form.

8. The Contractor agrees the District may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the District may seek remedies for damages, if applicable.

9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

Contractor: ______________________________

PRINT NAME OF AUTHORIZED REPRESENTATIVE: ______________________________

SIGNATURE OF AUTHORIZED REPRESENTATIVE: ______________________________

TITLE: ______________________________
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published 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) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given 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), notified 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) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
Name of Company: _________________________

______________________________
Contractor’s SIGNATURE/DATE

_________________________________________
NAME/TITLE

_________________________________________
Name of Company: _________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) 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 by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have 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. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

__________________________________________________
Contractor’s SIGNATURE

__________________________________________________
NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: __________________________________________
INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary offer” as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.
NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the __________________________ of __________________________, a ________________, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm’s offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) ________________, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:


I attest that ____________________________, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

________________________________________
(Signature)  
________________________________________
(Date)