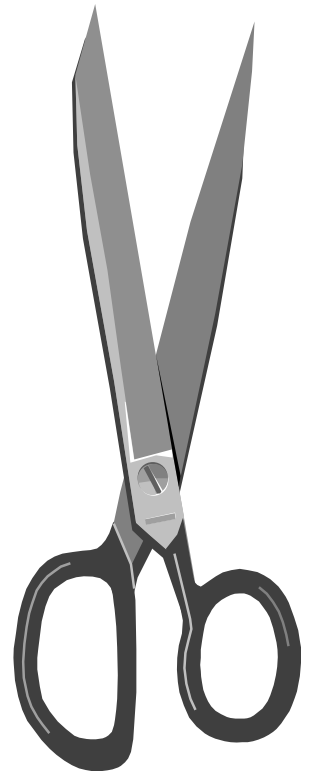


Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

SEALED PROPOSAL • DO NOT OPEN	
SOLICITATION NO.:	RFP 2425-0024
SOLICITATION TITLE:	SCHOOL BOARD ATTORNEY
SUBMISSION DUE DATE/TIME:	_____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT 530 LaSolona Avenue Arcadia, FL 34266



Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted on the Web at <http://www.desotoschools.com>. You should periodically check the Web site to download any addenda which may have been issued.

To view solicitation documents, you must complete a Free login registration from the Web site noted above.



**DeSoto County Schools
Purchasing Department**

530 LaSolona Avenue
Arcadia, FL 34266
(863) 494-4222

**School Board of
DeSoto County,
Florida**

Board Chair
Kelly Mercer

Vice Chair
Jami Schueneman

Board Member

Karen Chancey
Asena Mott
Dr. Sharon Goodman

Superintendent
Dr. Bobby Bennett

*DeSoto County Schools is
an equal opportunity
institution for education
and employment*

NOTICE TO INTERESTED RESPONDENTS

You are hereby invited by the School Board of DeSoto County to submit a proposal on furnishing and delivering the following service(s):

SOLICITATION NAME: SCHOOL BOARD ATTORNEY

SOLICITATION NUMBER: RFP 2425-0024

SUBMISSION DUE DATE AND TIME: April 18, 2025_ 2:00 PM

SCOPE OF PROJECT: Requests for Proposals School Board Attorney

Proposals will be considered only from applicants who meet specifications and qualifications listed in the scope of service to the School Board of DeSoto County, Florida. Respondent must be able to perform service and be admitted to the State and Federal Courts in Florida.

Interested respondents may obtain a Solicitation Package, and any associated addenda, from our Web site @ www.desotoschools.com, or in person at the Office of the Purchasing Department at the above address. To become a registered vendor and receive automatic notifications of any current bid solicitations for the DeSoto County School District, Purchasing Department, you must register online with the district's new automated "Public Purchase" system. Sign-on and register at <http://www.publicpurchase.com>. There is NO vendor fee for this service. Attach your company's W9 Form electronically online by uploading to your company's application.

Be advised, official notifications of contract approvals and board approved purchasing tabulations, for all successful vendors, will be electronically posted on the school District website (location of the original solicitation document). On the first available business day following the school board meeting.

PRE-QUALIFICATION REQUIRED: N/A

Senate Bill 482 requires the School District of DeSoto County, Florida to pre-qualify contractors for construction contracts. An application has been included in the solicitation document. You will need to complete and return the Application by ___@ --pm to the Facilities Division if you intend to submit a proposal for consideration. If you have any questions please call our Facilities Division. (863) 494-4222 ext.117

Mail or Deliver completed Pre-Qualification Applications to: DeSoto County Schools, Facilities Division, 530 LaSolona Avenue, Arcadia, FL 34266; Attn: Facilities Specialist

PRE-BID CONFERENCE N/A

A pre-bid conference will be held at the **DeSoto School Board Conference Room** on_____. Once in the board room, we will discuss any Q & A's, then we will go to the school sites to review for measurements. Attendance at this pre-bid conference is **MANDATORY** in order for all potential respondents to receive the benefit of answers to theirs and other's technical questions first hand. **Pre-Bid Sign-In Sheet will be located at the front desk; the Sheet will be taken up promptly at @ 10:00 am.** If you are not the prime respondent but are attending on behalf of someone else, please make note of this when signing the attendance roster where indicated. We apologize for any inconvenience this may cause you, but it is imperative that all information be disseminated in a public forum with all potential respondents present to minimize confusion or misunderstandings. Additions or changes to the original solicitation documents resulting from this conference of a material nature, will be documented in the form of written addenda and distributed to all attendees. **Please note that if you are late to the pre-bid conference and are unable to sign the attendance roster, you will lose eligibility to submit a proposal.** You may still, however, attend the conference if you wish. **Please allow time (30 minutes recommended) for parking and Front Office visitor processing – have Driver's License ready for receptionist.**

SUBMIT PROPOSAL TO: PURCHASING DEPARTMENT School Board of DeSoto County, Florida 530 LaSolona Avenue Arcadia, Florida 34266-4911	INVITATION TO BID
SOLICITATION TITLE: SCHOOL BOARD ATTORNEY	SOLICITATION NO. RFP 2425-0024
F.O.B. DESTINATION POINT:	BUYER: (863) 494-4222
	ISSUE
SUBMISSION DUE DATE AND TIME: April 18, 2025 2:00 PM	OPENING LOCATION: School District Business Conference Room

SUBMITTALS:
Certain **Submittal s** are required with this solicitation. See the **SUBMITTALS CHECKLIST** found later in the solicitation document for details. Submit **complete copies** (1 original & 5 required number of copies plus one electronic copy on flash drive) of your proposal. Each proposal should include all information and submittal s requested in this solicitation. Incomplete proposals may be declared non-responsive.

USE OF FEDERAL FUNDS: : If the District intends to utilize Federal funds to make purchases from this solicitation, required clauses from 34 CFR 80.36(i) will apply as specified in the General Terms & Conditions.

PURCHASING CARDS: ☒ Not applicable to this solicitation
District personnel may choose to use a Visa™ Purchasing Card in place of a purchase order to make purchases from this solicitation. Unless exception to this condition is checked below, the respondent, by submitting a proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your proposal to be declared non-responsive.
☐ I do not accept the above condition

PURCHASES BY OTHER PUBLIC AGENCIES (D.O.E. Regulation #6A1.012 (5)): - With the consent and agreement of the successful respondent(s), purchases may be made under this contract by other governmental agencies within the state of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

Note to Respondent:
A. A signed proposal submitted to the School Board obligates the respondent to all terms, conditions and specifications stated in this solicitation document, unless exceptions are taken and clearly stated in the respondent's proposal.
B. Proposals received after the date & time specified will not be accepted.

RESPONDENT MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR PROPOSAL TO BE CONSIDERED			
Company Name:	_____	FEIN:	_____
Address:	_____	Telephone:	() Ext. _____
City, State:	_____	FAX:	() _____

NON COLLUSION: - The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Signature of Owner or Authorized Officer/Agent	_____	E-mail:	_____
Typed Name of Above:	_____	Title:	_____

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning this required Invitation Form with this proposal, that I further certify full, complete and unconditional acceptance of the contents of this Competitive Solicitation or Request For Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

NO BID: I hereby submit a "no bid" for the reasons checked below:

<input type="checkbox"/> Insufficient time to respond	<input type="checkbox"/> Could not meet Insurance requirements
<input type="checkbox"/> Addenda were received too late to respond	<input type="checkbox"/> Could not meet bonding requirements
<input type="checkbox"/> Could not meet specifications	<input type="checkbox"/> We do not offer the product or service requested
<input type="checkbox"/> Specifications were unclear or restrictive	<input type="checkbox"/> Our schedule will not permit us to respond
<input type="checkbox"/> Terms & Conditions were unclear or restrictive	<input type="checkbox"/> Keep our company on the broadcast list for future solicitations
<input type="checkbox"/> We do not bid directly	<input type="checkbox"/> Remove our company name from the broadcast list for future solicitations

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1. The parties agree to comply with all federal regulations as applicable under 34 CFR 80.36(l), including but not limited to all applicable notice and reporting requirements pursuant to the:

- **Anti-Lobbying Act:** (31 USC 1352)
- **Breach of Contract and Termination for Cause:** (34 CFR 80.36(l)(1)):
- **Clean Air Act:** (34 CFR 80.36(l)(12))
- **Clean Water Act:** (34 CFR 80.36(l)(12))
- **Contract Work Hours & Safety Standards Act:** (34 CFR 80.36(l)(6))
- **Copeland "Anti-Kickback" Act:** (34 CFR 80.36(l)(4))
- **Davis-Bacon Act:** (34 CFR 80.36(l)(5))
- **Energy Efficiency:** (34 CFR 80.36(l)(13))
- **Equal Employment Opportunity:** (34 CFR 80.36(l)(3))
- **Intellectual Properties:** (34 CFR 80.36(l)(8)-(9))

2. ANTI-LOBBYING: (31 USC 1352)

All vendors, contractors, subcontractors, and contractors that apply or bid for an award exceeding \$100,000.00 shall comply with all applicable standards under 31 U.S.C. 1352 Byrd Anti-Lobbying Amendment and shall file a certification in compliance with same. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

3. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: (34 CFR 80.36(l)(1); 2 CFR 200, App. II)

The School Board reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the School Board terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of ten (10) working days, or available working days until service/delivery due date, whichever is greater, from receipt of such notice in which to cure the breach. If the breach is not cured within the allowed period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective on the due date or ten (10) calendar days from the vendor's receipt of such notice, whichever is greater. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance. In the case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the vendor. The Board or its designee may enter into settlement negotiations and agree to settlement where not prohibited by law, and for a reason(s) not in conflict with the Board's policies, procedures, code of conduct, or state or federal requirements.

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate (2 CFR 200, App. II (A)).

If bid performance security was required with the solicitation, the School Board may elect to execute the performance security as liquidated damages. If bid performance security was not required, the respondent shall pay to the School Board, as liquidated damages, an amount equal to 5% of the total estimated value of the item(s) in question or \$25.00, whichever amount is larger. If the proposal pricing was expressed as a lump sum amount, then the amount due will be 5% of the remaining value of the contract. A vendor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the School Board for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the respondent may request to be reinstated to the active respondents list.

4. CLEAN AIR/WATER ACT: (34 CFR 80.36(l)(12))

All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). This provision shall apply to contracts, subcontracts, and sub grants of amounts in excess of \$100,000.00.

5. CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(l)(6))

All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330, 3702 and 3704) as supplemented by Department of Labor regulations (29 CFR part 5). This provision shall

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apply to all construction contracts awarded by the School Board and sub grantees in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts, involving the employment of mechanics or laborers.

6. COPELAND "ANTI-KICKBACK" ACT: (34 CFR 80.36(l)(4))

All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). This provision shall apply to all contracts and sub grants for construction or repair.

7. DAVIS-BACON ACT: (34 CFR 80.36(l)(5))

All vendors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5), including but not limited to the provision that all contractors or subcontractors shall pay wages that are not less than those established for the locality of the project (prevailing wage rates). (20 U.S.C. 1232b Labor Standards). Each contractor or subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. This provision shall apply to construction contracts in excess of \$2,000.00 awarded by the School Board and sub grantees when required by Federal grant program legislation.

8. ENERGY EFFICIENCY: (34 CFR 80.36(l)(13))

All vendors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

9. EQUAL EMPLOYMENT OPPORTUNITY: (34 CFR 80.36(l)(3))

All vendors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). This provision applies to all construction contracts awarded in excess of \$10,000.00 by the Board and its contractors or sub grantees.

10. INTELLECTUAL PROPERTIES: (34 CFR 80.36(l)(8)-(9))

If this Contract specifically provides for product development work on behalf of the School Board, any discovery, invention or work product produced for the School Board under this contract shall be the sole and exclusive property of the School Board. The vendor assigns to the School Board any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such Contract. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of the vendor. The parties acknowledge that if this Contract does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Contract shall be the exclusive property of the vendor.

If the parties' Agreement specifically provides for product development work on behalf of the School Board, any discovery, invention or work product produced for the School Board under this contract shall be the sole and exclusive property of the School Board. The vendor assigns to the School Board any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such Contract. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Contract does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Contract shall be the exclusive property of the vendor.

11. PROCUREMENT OF RECOVERED MATERIALS: (2 CFR § 200.323)

The Board and its contractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The parties shall procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; as identified in the EPA guidelines.

12. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE: (2 CFR § 200.216)

The Board and any federal funding subrecipients shall comply with all prohibitions and maintain all protections available under 2 CFR §§ 200.216 and 200.471 and Public Law 115-232, section 889.

13. DOMESTIC PROCUREMENTS: (2 CFR § 200.322)

The Board and any federal funding subrecipients shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), including all subawards, contracts, and purchase orders for work or products under a federal award.

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14. REPORTING: (34 CFR 80.36(l)(7))

All vendors, contractors and subcontractors shall comply with all reporting requirements and regulations pertaining to this specific contract.

15. ACCESS TO RECORDS: (34 CFR 80.36(l)(10))

The School Board, a Federal grantor agency, the Comptroller General of the United States, or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the respondent, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions with prior written notice, during normal business hours, at contractor principal place of business or branch, affiliate, or subsidiary, whichever is closer to the School Board.

16. RECORDS RETENTION: (34 CFR 80.36(l)(11))

All vendors, contractors and subcontractors shall retain all records pertaining to this contract for three years after the School Board makes final payments and all other pending matters are closed.

17. SOLICITATION OF SCHOOL BOARD EMPLOYEES & ACCEPTANCE OF GRATUITIES:

The School Board expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation. The only exception to this rule would be for items that bear product logos and other forms of advertising specifically intended for promotional purposes.

18. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:

Student record information may be provided to vendors to enable them to respond to a sealed competitive solicitation or to a request for proposals, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information shall be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

19. END OF AGREEMENT DATA HANDLING:

Contractor will ensure that School Board data is encrypted, and that all device/medium will be scanned at the completion of any contract or service agreement or research study or project to ensure that no School Board Data, personal information or student record information is stored on such electronic devices/medium. Furthermore, Contractor will have in place a service that will allow Contractor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have protocol in place to ensure compliant use by its employees, subcontractors and sub processors.

20. PUBLIC RECORDS:

This Contract is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by the School Board in order to perform the scope of services. The Contractor shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. The Contractor shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically shall be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

21. NON-COLLUSION:

The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

22. INSURANCE:

The Contractor agrees to indemnify and save harmless the School Board, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Contractor, its agents, employees, or representatives, or arising from any Contractor furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the School Board. The Contractor will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better

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and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Human Resources Department of the School Board of DeSoto County, Florida. The Contractor will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The School Board reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

(A) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000.00) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the School Board as an additional insured.

(b) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage shall include all owned, non-owned and hired vehicles. The policy will include the School Board as an additional insured.

(c) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law.

23. SUBCONTRACTING:

The vendor shall describe all responsibilities that it anticipates assigning or subcontracting, identify all the subcontractors and also describe how the Vendor will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

24. FEDERAL WATER POLLUTION CONTROL ACT: (33 U.S.C. 1251–1387)

All vendors, contractors and subcontractors, as recipients or partial recipients of amounts in excess of \$150,000.00, shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

25. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:

Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

26. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested, the vendor shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if to do so represents the best interests of the School Board.

27. SAFETY REQUIREMENTS:

All items proposed shall comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

28. MATERIAL SAFETY DATA SHEETS:

The School Board requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy shall be sent to: DeSoto County School Board Support Services Department, Attention Fire, Health, & Safety Officer, 530 LaSolona Avenue, Arcadia, FL 34266.

29. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:

The purchasing department will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

30. MANUFACTURER'S CERTIFICATION:

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The purchasing department reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the Agreement.

31. YEAR 2000 COMPLIANCE:

All products furnished under the Contract shall be Year 2000 compliant, that is, able to accurately process date data from, into, and between the twentieth and twenty-first centuries, including leap year calculations. Resellers may provide a "pass through warranty" from the manufacturer/software developer, which meets all the warranty requirements specified by the School Board, and which shall include all other warranties provided by the manufacturer or software developer. Reseller shall be responsible for warranty assurance, assistance, enforcement and any other actions or remediation, required to satisfy warranty requirements.

32. TAXES:

School Board purchases are exempt from ALL Federal excise and State sales tax.

33. FISCAL NON-APPROPRIATIONS CLAUSE:

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

All purchases shall be properly authorized in advance. Vendors shall first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work shall be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. PRESS RELEASES AND PUBLICITY:

No announcements or news releases pertaining to the respondent's participation in this solicitation or the award of this contract shall be made by the respondent, its representatives or agents without authorization from the purchasing department.

36. POINT OF CONTACT:

The School Board will consider the Vendor's selected representative(s) to be the sole point of contact with regard to all Agreement and Addendum matters, including payment of any and all charges.

37. ASSIGNMENT OF AGREEMENT:

This Addendum and the parties' Agreement and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the School Board other than to a corporate affiliate or subsidiary under common control and ownership.

38. LICENSES AND PERMITS:

The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the School Board as a result of any infraction of the aforementioned.

39. COPYRIGHTS:

The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, sub grant, or contract under a grant or sub grant; and, any rights of copyright to which a grantee, sub grantee or a Contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School Board of DeSoto County for purposes related to School Board business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the School Board.

40. CONDITION OF ITEMS:

Unless otherwise specified in the **Agreement or in a related Addendum**, all items requested shall be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on *"used, remanufactured or reconditioned"* equipment or *"balms or seconds"* will not be considered unless specifically requested in the solicitation documents.

41. PACKAGING:

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All products require adequate packaging to protect them from damage in transit. Packaging shall fully cover and protect merchandise. Vendors shall fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The School Board assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

42. LIMITATION OF LIABILITY:

The vendor guarantees to hold the School Board of DeSoto County, its agents and employees, harmless from liability of any nature or kind for use by the School Board, its agents, and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by vendor or used in vendor's performance of the contract for which the contractor is not the patentee, assignee or licensee up to the value of the contract; provided that (1) such use results in a third party suit or claim alleging infringement (a "Claim"); (2) the School Board provides the vendor with prompt notice of the Claim and gives vendor sole control of the defense and settlement of the Claim; and (3) the School Board provides reasonable cooperation and assistance to vendor's defense of the Claim at no charge. If vendor's software becomes or is likely to become the subject of an infringement claim, vendor may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the purchase price attributable to the returned product, pro-rated in accordance with the unused portion of the license term.

Each party acknowledges to the other responsibility for the wrongful acts and omissions of their respective agents, servants and employees which occur in the performance of the duties contemplated under the parties' Agreement and this Addendum, and neither party shall be liable to the other for any wrongful act or omission of the other party's agents, servants or employees. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the parties to this agreement that no officer or employee may be held personally liable except as provided by §768.28(9), Fla. Stat.

43. NO WAIVER:

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

44. STANDARDS OF CONDUCT:

Vendors awarded a contract will be held to the same standards of conduct as employees of the School Board while conducting business with the School Board. These standards, as defined in School Board policies, will apply to employees of the vendor and the employees of its subcontractors.

45. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in its product line during the term of this solicitation, the vendor **shall** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor shall file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The School Board reserves the right to purchase on the open market while negotiations are being conducted.

46. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within five (5) calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. All shipments shall be made by door-to-door rail freight or motor truck line. There are no rail sidings at any of our locations. Deliveries shall be made between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays.

Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of School Board personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area. Telephone numbers shall be included on all purchase orders directly below the *Ship-To Destination* address for this purpose.

47. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):

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Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to School Board.

48. RETURNED MERCHANDISE:

All merchandise returned for any reason other than vendor error, vendor misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the School Board and the vendor. It is understood that merchandise should be returned in the original factory sealed carton whenever possible. The vendor shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The vendor shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

49. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our purchase order number and applicable contract or quote numbers. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced.

To ensure timely payment, all original invoices should be submitted to the *Accounts Payable Department, DeSoto County School Board, 530 LaSolona Avenue, Arcadia, Florida 34266*. A minimum of **forty-five (45)** days advance notice is required for payment. Photocopies of original invoices may be sent to other School Board personnel if they request it, but the original copies shall be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays.

Occasionally a school may issue its own internal purchase order. In those instances, invoices associated with the school's internal purchase order should be submitted directly to the school for payment. **Do not send invoices associated with school purchase orders to the Accounts Payable Department.**

50. TERMINATION FOR CONVENIENCE: (34 CFR 80.36(I)(2); 2 CFR 200, App. II)

The Board or its designee reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said contract. The Board or its designee shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination. The Board or its designee may enter into settlement negotiations and agree to settlement where not prohibited by law, and for a reason(s) not in conflict with the Board's policies, procedures, code of conduct, or state or federal requirements.

In the event that a cancellation/termination for cause under the terms and conditions of this Agreement and/or Addendum was incorrect, the termination shall be converted to a *termination for convenience*.

51. VARIANCE IN CONDITION:

Any and all **Special Conditions** and specifications attached hereto or to the parties' Agreement which vary from these **GENERAL TERMS and CONDITIONS**, shall have precedence. Any and all general terms, conditions, or specifications described in the parties' Agreement which vary from this **GENERAL TERMS and CONDITIONS Addendum**, shall defer to this Addendum and this Addendum's terms and conditions shall have precedence.

52. BOARD POLICY ON FINGERPRINTING AND BACKGROUND SCREENING:

The Contractor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with School Board policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the School Board, or present to School Board a valid uniform, statewide identification badge issued by another Florida School Board. This background screening or presentation of a previously issued badge shall occur in advance of the Contractor or its personnel providing any services under the conditions described in the previous sentence. The Contractor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Contractor and its personnel. The Contractor's employees and subcontractors shall display the issued uniform statewide identification badge at all times while on School Board property. The parties agree that the failure of the Contractor to perform any of the duties described in this section shall constitute a material breach of this Contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this Contract. The Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Contractor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

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53. DEBARMENT AND SUSPENSION: (2 CFR 180.220, Executive Orders 12549 and 12689)

A contract award shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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54. PROCUREMENT METHODS: (2 CFR § 200.320; Rule 6A-1.012-11B)

The parties shall comply with and be bound by all state and federal procurement requirements, including but not limited to federal noncompetitive procurement methods, pursuant to 2 CFR § 200.320(c).

Printed Name & Title

Company Name

Authorized Signature

Date

Authorized School Board Signature

Date

SPECIAL CONDITIONS
RFP 2425-0024 SCHOOL BOARD ATTORNEY

SCOPE

KEY EVENTS & DATES:

• April 4, 2025	Solicitation notice distributed to prospective respondents.
• April 11, 2025	All Questions submitted as stated below by 1:00pm. Responses will be posted on 4/14/25 by 4:00pm unless additional information is needed.
• April 18, 2025	Proposals due in Purchasing @ 2:00 PM. Public solicitation opening to follow immediately thereafter in School District Business Conference Room.
• April 24, 2025	Evaluation Committee meets to discuss proposals at 1:00PM in Board Room.
• April 30 and May 1, 2025	Evaluation Committee interviews finalists at scheduled times in the Board Room.
• May 13, 2025	Recommendation Submitted to School Board for Interview requests of top choices; Notice of Intent to Interview/Award posted on our Purchasing Department's Website and the Public Purchase Website. Purchasing Agenda Item considered by School Board for approval.
• May 14, 2025	Post Notification/Decision to our Purchasing Department's Website and Public Purchase Website.

*If the time allotted to evaluate proposals and make the selection of firms as stated above proves to be insufficient, or the Board desires additional interviews with top choices, the posting of the Notice of Intent to Award and the Board approval date could both slip two weeks or more. The District reserves the right to refuse all Bids submitted Continue to monitor our website or contact the purchasing department for more specific information as to when the notice will be posted.

Questions/Answers:

Bidders shall address any question regarding this solicitation to the e-mail address michelle.sikes@desotoschools.com (**NO PHONE CALLS WILL BE ACCEPTED**) to facilitate the development of electronic responses; questions must be submitted via email in a word processing format. They shall be submitted to the email address above, using the subject line "RFP 2425-0024" Questions must be submitted electronically and received no later than 4/11/2025 @ 1:00pm (Eastern Time); no questions will be recognized after this date/time. The Board intends to post the answers for the questions on the Purchasing ***Bid Information*** website address at www.desotoschools.com and www.publicpurchase.com listed as RFP 2425-0024 Questions & Answers. A document of complete questions and answers shall be made available on 04/14/2025 by 4:00pm (Eastern Time). Questions and Answers are not to be considered an Amendment to the Solicitation. Respondents shall not contact any Board member or any other employee of the District for information with respect to this solicitation. The Board shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or addenda, formally noticed and issued by the Purchasing Department of the DeSoto County School Board.

CONTRACT VALUE

The firm or attorney must submit a retainer contract to include an hourly rate. Rates are to be all inclusive of all expenses including travel and administrative expenses.

COMMENCEMENT AND COMPLETION OF WORK

The work requested should be able to be completed during the school day while school is in session, some can be done during the day after school has closed, some may need to be done either during Holidays when the schools are closed or during the summer hours when school is out.

LIQUIDATED DAMAGES

Liquidated damages shall be assessed as follows:

Five Hundred Dollars (\$500) per calendar day past deadline that substantial completion is not achieved.

SPECIAL CONDITIONS
RFP 2425-0024 SCHOOL BOARD ATTORNEY

LOBBYING

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

PROPOSAL ORGANIZATION

Proposal Sections for response document(s) should be **in the order listed on the Submittal Checklist (page 35), in addition to any other information requested throughout the solicitation.**

REQUIRED PROPOSAL CONTENT & SUBMITTAL

Respondents **SHALL** submit the following information and documentation along with their proposal or your proposal **WILL** be declared non-responsive:

- **Invitation to Bid Form** with name, address and phone number of the respondent's contact person (page 1)
- **Title Page/Table of Contents/Cover Letter** (page 2)
- **Verification of Qualifications required** for Firm attached to Submittal Qualification Statement (page 3-4)
- **Copy of certifications(s)** for all Firm Team Members attached to corresponding Resume: to include Board Certifications, Practice Areas, Law Schools, Services offered and where applicable, languages spoken. (page 3-4)
- **Proposal Response Forms** completed and signed, with corporate seal stamp and notarized where requested (page 21)
- **Reference Form** completed for a **minimum of three (3)** school districts and/or other governmental agencies responses from within the past 5 years. (*Reproduce Form for required responses, Proposals without required number of Forms completed and included will be considered non-responsive.*) (page 22)
- **Federal Terms and Conditions** form shall be completed and signed. (See Page 2-10).
- **All other documents stated on the checklist on page 38**

Proposals shall include all information and submittals requested in this solicitation. Please See the ***Submittal Checklist (page 38)*** for a list of other required/requested documents for this proposal. ***Incomplete submissions may be declared non-responsive and may not be considered for Qualification Review.***

Respondents shall submit Seven (7) complete solicitation proposals
(One (1) original hard copy, five (5) duplicated hard copies & One (1) duplicated copy on a USB Flash Drive).

Please only include documents ***specified*** for proposal submittal, copies of complete solicitation packet is not necessary.

Original Copy Submittal should be **Clip or Rubber band Bound**;
Additional Copies may be **Spiral Bound**, no three-ring binders please.

Please identify *ORIGINAL*** submission document clearly.**

SPECIAL CONDITIONS
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SUBMITTAL DELIVERIES

When hand delivering your proposal submission, respondents must follow the following District security access procedures:

1. Park in School District County Office visitor's parking area
2. Enter building through the MAIN front door
3. Present proposal submission to receptionist for official date/time receipt documentation

RESPONDENTS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR PROPOSAL TO THE RECEPTIONIST NO LATER THAN THE DATE AND TIME DESIGNATED IN THE SOLICITATION PACKET. [For third party deliveries, Please see General Term 1(b)]
LATE SUBMISSIONS WILL BE REJECTED!

READING OF PROPOSALS RECEIVED AT DATE AND TIME ASSIGNED

Due to nature of this solicitation, only the respondent names and submission verifications shall be read aloud. It is the respondent's responsibility to submit all documentation and information requested. Verified Tabulations for all submission requirements will be posted on our Purchasing Department Website and Public Purchase Website within 10 days of the solicitation opening date.

PREFERENCE TO FLORIDA BUSINESSES

Effective July 1, 2012, when a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent. See Section 287.084 (1) (a), F.S.

A vendor whose principal place is outside this state must accompany any written bid, proposal or reply documents with *a written opinion of an attorney at law licensed to practice law in that foreign state*, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. See Section 287.084 (2), F.S.

In order for your proposal submission to be considered responsive, please utilize the form titled "Statement of Principal Place of Business" (page 28).

FORM OF CONTRACT

The submitted Invitation Form document and Proposal Response Form(s) signed by the respondent, together with the complete solicitation package furnished by the School Board, shall constitute a binding contract. The respondent shall be required to perform according to the respondent's submitted Forms and the School Board's solicitation package when a purchase order signed by the Superintendent is transmitted to the respondent. The transmitted purchase order shall serve as a Notice to Proceed to the respondent. Failure to comply with the conditions set forth in the solicitation package shall be deemed a breach of contract subjecting the respondent to possible penalties.

SPECIAL CONDITIONS
RFP 2425-0024 SCHOOL BOARD ATTORNEY

ASSIGNMENT

The awarded Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the School Board. In the event a vendor is unable to complete its contractual obligations, the Board reserves the right to negotiate the remaining term with suppliers of such goods and/or services and shall have the authority to execute contracts with such suppliers under whatever terms and conditions as the Board determines to be in the best interests of the school system.

RECEIPT OF BIDS

Bids will be accepted on or until 2:00 P.M. EST on April 18, 2025, bids will be accepted if date/time stamped 2:00 P.M. Date and Time stamped on or after 2:01 P.M. will be rejected. Bids will be accepted and opened in accordance with F.S. 119.071. Please note- Our front desk personnel will record the date and time of the bid receipt.

EMERGENCIES

In the event of strikes, fires, or other emergency type situations, deadlines will be adjusted accordingly. The vendor shall be responsible for any additional special hours required in case of emergency.

INVOICES & PAYMENT TERMS

Payment will be made after the services have been:

- Received or completed in full or in substantial partial quantity
- Inspected and found to comply with all specifications.
- Properly invoiced:
 - Invoice must contain Contract Number (RFP 2425-0024), PO Number, and Project Number

All invoices and correspondence associated with services should reference the purchase order number.

Invoices should be submitted to the *DeSoto County School Board, 530 LaSolona Avenue, Arcadia, Florida 34266*. In accord with Florida Statute 218.74, the payment due date after receipt of invoice is forty-five (45) days.

PAYMENTS

Payments can be made during the course of the school year after sections of work are completed and invoiced.

SUMMER HOURS

Beginning either the first or second week of June each year, all schools have limited personnel for the summer. All schools are closed during this period, with the exception of those in summer session. Please call (863) 494-4222 during Summer Hours.

Regular days of operation are **Monday thru Thursday**, excluding holidays. Our business hours are as follows:

- **Administrative Facilities and Schools in summer session:** 8:00 a.m. to 4:30 p.m.

SPECIAL CONDITIONS

RFP 2425-0024 SCHOOL BOARD ATTORNEY

HOLIDAY BREAKS

Each year, schools and administrative offices are closed for Thanksgiving, Christmas/Winter, and Spring break periods. These dates will vary each year depending upon our negotiated personnel calendar and when the Holidays actually fall. Please call either (863) 494-4222 for the current break dates.

JESSICA LUNSFORD ACT

Effective September 1, 2005, in order to comply with the Jessica Lunsford Act, vendors meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by the District's Human Resources Department which consists of FDLE/FBI search.

Criteria: (I) be at school when students are present, or (ii) Have direct contact with students, or (iii) Have access to or control of school funds.

All Vendors awarded contracts that require contractors, workers, or subcontractors to perform services on school facility grounds will comply with the DeSoto County School Board Policy for Fingerprinting & Background Screening. The expense of the fingerprinting and background screening is to be borne by the contractor or individual unless waived by the Superintendent. **Contact the DeSoto School District Human Resource Department for current costs and appointment procedures; 863-494-4222.**

The DeSoto School District does share screening data. A **Share Authorization Form & Vendor ID Form** may be obtained from our **HR Department** as noted above.

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SPECIAL CONDITIONS

RFP 2425-0024 SCHOOL BOARD ATTORNEY

PUBLIC ENTITY CRIMES

As stated in paragraph 12 of the General Terms and Conditions, **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**, please complete, sign and notarize the "SWORN STATEMENT UNDER SECTION 287.133(3) (A), FLORIDA STATUTES, PUBLIC ENTITY CRIMES" form on pages 27-28. This form **MUST** be included in your response in order for your proposal to be responsive.

PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws With respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- a) Keep and maintain public records required by the School Board to perform the service.
- b) Upon request from the School Board's custodian of public records, provide the School Board 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 Chapter 119 of the Florida Statutes or as otherwise provided by law.
- 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 term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d) Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e) A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.
- f) The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
- g) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, VICKIE MCCALL, SUPERVISOR OF RECORDS MANAGEMENT AT 863-494-4222 X 1304, 530 LASOLONA AVE, ARCADIA, FL 34266 vickie.mccall@desotoschools.com**

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SPECIFICATIONS

RFP 2425-0024

SCOPE OF WORK

JOB GOAL

Serve the educational needs of students in a legally compliant manner and function as counsel to the School Board. Provide ancillary support to the Superintendent and District staff, especially in the area of education law.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of school law, labor law, general law, administrative law, and established precedents and sources of legal reference. Knowledge of court procedures and rules of evidence. Ability to plan and coordinate with other employees. Ability to apply legal principles and specialized knowledge. Ability to prepare cases and present material clearly and logically in both oral and written form. Ability to adapt communication so that it is understandable to diverse audiences. Ability to establish and maintain professional relationships. Ability to write policies, procedures, and rules. Knowledge of and experience with industry-standard computer applications.

PERFORMANCE RESPONSIBILITIES:

- (1) Serve as a School Board advocate to support the legislative platform, Board goals, initiatives, and other matters determined by the Board.
- (2) Prepare and render legal opinions and give advice to the Board, as well as provide legal opinions and advice to the Superintendent and other District administrators when needed. Keep School Board informed of potential problems or unusual events.
- (3) Recommend outside counsel for the School Board's approval and handle the coordination of outside counsel regarding issues involving the School Board, including all litigation matters involving civil matters, federal and state issues, and constitutional issues.
- (4) Serve as Parliamentarian at School Board meetings and staff meetings.
- (5) Coordinate District administration in-service training on legal matters which pertain to the overall administration of the school system.
- (6) Assume responsibility for drafting and/or reviewing School Board policies and resolutions; keep the School Board and Superintendent informed of changes in statutes and relative court decisions as each would impact the policies of the district. Follow federal and state laws as well as School Board policies, rules and regulations.
- (7) Prepare or approve as to form all contracts entered into on behalf of the School Board and/or District for contracts that are presented by a Staff Attorney; maintain final responsibility and control for all matters under the auspices of the School Board.
- (8) Prepare or approve as to content and form all contracts entered into on behalf of the School Board and/or District for contracts that are not presented by a Staff Attorney.
- (9) Demonstrate initiative in identifying potential problems or opportunities for improvement. Prepare or assist in preparing all required reports and maintain all appropriate records.
- (10) All documents regarding the bid must be completed in full in order to be considered.
Please Be sure to fill out Attachments as requested on the checklist and send them in with your bid packet.

The School District of DeSoto County Prohibits Discrimination in ALL Purchasing and Contracting

SPECIFICATIONS

RFP 2425-0024

BACKGROUND

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 District school officials in accordance with Chapter 1001.30, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State law, State Board of Education rules, and School Board policies.

SCOPE OF SERVICES

The School Board Attorney shall act as the attorney and legal counsel for the School Board. Serve as a School Board advocate to support the legislative platform, Board goals, initiatives, and other matters determined by the Board. The School Board Attorney shall attend all Board, Cabinet and Special meetings, prepare and/or review as to form and legality all contracts, agreements, bonds, and other written instruments to which the School Board is a party. When required to do so, the School Board Attorney shall prosecute and defend for and on behalf of the School Board all complaints, suits, and controversies in which the School Board is a party. The School Board Attorney shall furnish to the School Board and Superintendent an opinion on any question of law affecting the School Board and shall perform such other professional duties as may be consistent and required by resolution of the School Board, prescribed under the laws of Florida, or otherwise requested by the School Board or Superintendent. The School Board Attorney shall keep School Board informed of potential problems or unusual events. The School Board Attorney shall prepare and render legal opinions and give advice to the Board, as well as provide legal opinions and advice to the Superintendent and other District Administrators when needed.

SUBMITTAL INSTRUCTIONS

See RFP 2425-0024 for Submittal Checklist. This checklist will outline all required information and forms. The following sections will outline the expectations of specific sections of the proposal.

TITLE PAGE/TABLE OF CONTENTS/COVER LETTER

The title page must show the requests subject, title, and request number; the firms name, the name, address, and telephone number of a contact person; and the date of the response. The response must contain a cover letter signed by a person who is authorized to commit the Respondent to perform the work included in the response. The table of contents must list all major topics, their associated section number, and starting pages. This section must also include name of attorney and law firm, date firm established, and location of all offices. The cover letter must include the name of the attorney who will be designated as the School Board Attorney.

EXPERIENCE AND QUALIFICATIONS OF THE LAW FIRM

Provide experience and qualifications of the firm to include its areas of practice. Include specific information regarding expertise of law in local government or other areas included within the Scope of Services. Provide a list of all governmental clients that the law firm has represented within the past five (5) years and describe the services provided to these governmental clients. Include a contact name and phone number for each governmental client. List all judgements or lawsuits in the last five (5) years against each attorney that would represent the School Board, including the nature of the lawsuit and the resolution thereof. In addition to the General Counsel's firm, the School Board currently employs several other firms as Special Counsel to assist with specialized areas of the law. The School Board recognizes that not all responding firms may have expertise in all areas. If your firm is selected and

SPECIFICATIONS

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certain areas of law will require the engagement of Special Counsel to assist, please describe those areas. A highly qualified firm will demonstrate the ability to represent and advise the School Board in such areas:

- a. The Florida School Code
- b. The Florida Administrative Procedures Act
- c. State Board of Education Rules
- d. Civil Rights Act
- e. The Florida Code of Ethic for Public Officers and Employees
- f. Labor Law
- g. The Florida Public Records and Sunshine Laws
- h. Public Bidding and Contracting
- i. Public Finance
- j. Special Education Law and Student Discipline
- k. Due Process Proceedings
- l. Suspension and Dismissal of Personnel
- m. Negligence Claims
- n. n. Claims of Discrimination
- o. Real Estate Law (transactions, eminent domain, litigation, and land use)

EXPERIENCE AND QUALIFICATION OF ATTORNEYS

Provide name and resume of attorney who will be designated as School Board Attorney. Indicate the number of years of experience as a local government attorney. Attorney shall have a minimum of five (5) years of local government experience as an attorney. Provide the names and resumes of other attorneys, in your firm, who may assist in providing legal services to the School Board or Superintendent, and who may attend any of the School Board meetings or other meetings. Indicate then number of years of legal experience in local government for each attorney. For each attorney, identify whether attorney is certified by the Florida Bar. Include any professional ratings and/or recognition in the legal community for professional achievement; recognition or extraordinary participation in the Florida Bar, Federal Bar, American Bar Association, local bar associations, or professional practice committee.

ATTORNEYS FEES

A proposal of a fee structure must be provided. This proposal must include the cost of

A. Monthly Fee: This amount is in payment for the estimated minimum time required to handle all of the routine legal matters for the District on a monthly basis. Prepare for and attend meetings of the School Board; Meet with and advise the Superintendent and other members of the District Staff as necessary; Meet with and advise School Board members as necessary; Review all contracts and other documents of the School District.

B. Hourly Rate: For all matters other than routine matters listed in paragraph A.

PROPOSAL EVALUATION RUBRIC							
CRITERIA	POINT VALUES					WEIGHT	WEIGHTED POINTS
	Minimally meets expectations 0-2	Somewhat meeting expectations 3-4	Moderately meeting expectations 5-6	Highly meeting expectations 7-8	Exceeding expectations 9-10		
Scope of Services A. Ability to provide the services outlined in the RFP B. Ability to provide legal opinions and assistance in a variety of areas outlined in the RFP, including, but not limited to: State Board of Education rules and statutes, Labor Law, Real Estate Law, Contracts, Public Finance, Special Education Law, and Student Discipline. C. Ability to attend Board Meetings						40%	
Qualifications A. Principle/Owner Experience and Qualifications (resumes) B. Relevant individual experience (resumes) in Education Law or eligible for certification C. Verification to be admitted to State and Federal Courts in Florida D. History of litigation						25%	
Related Experience/Performance A. Number of years' experience. B. Demonstrated completion capability on relevant projects. C. Past performance for other governmental groups as well as private projects.						15%	
Cost A. Monthly Fee B. Hourly Rate						15%	
Overall A. Overall presentation of proposal B. Quality, completeness, and organization of proposal						5%	
PROPOSAL EVALUTION SCORE							

Only finalists will be selected for an interview. The following rubric will be utilized to evaluate finalist responses to the individual interview questions.

INTERVIEW EVALUATION INSTRUMENT	
Quality Indicator	Description
Exceeding expectations 5	The response is specific and comprehensive. There is complete, detailed, and clearly articulated information as to how the criteria are met. The ideas presented are innovative, well-conceived and thoroughly developed.
Highly meeting expectations 4	The response is reasonably comprehensive and includes sufficient detail. It contains many of the characteristics of a response that is very good even though it may require additional specificity, support or elaboration in places.
Moderately meeting expectations 3	The response is non-specific and lacks focus and detail. The response addresses some of the selection criteria, but not all. Some ideas presented are sound, but others are not responsive to the purpose of the interview question. Additional information is needed in order to be reasonably comprehensive and meet the criteria of a response that is good.
Somewhat meeting expectations 2	The response does not meet many criteria; provides inaccurate information or provides information that requires substantial clarification as to how the criteria are met; lacks meaningful detail; demonstrates lack of preparation; or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.
Minimally meets expectations 1	The response does not address the criteria or simply re-states the question or criteria.
Does not meet expectations 0	There was no response to the question or criteria.

PROPOSAL RESPONSE FORMS

RFP 2425-0024

Provide information below identifying the contact person for your company.

Name: _____

Street Address: _____

City, State, Zip: _____

Phone Number: _____

Pager/Cell Number: _____

If awarded the contract, will an acceptable insurance certificate, noting the District as an "*Additional Insured*" and "*Certificate Holder*," be provided prior to commencing work?

_____ Yes _____ No

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning this required Invitation Form with this proposal, that I further certify full, complete and unconditional acceptance of the contents of this Invitation To Bid, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto:

Company Name

Printed Name & Title

Authorized Signature

Date

ADDENDA ACKNOWLEDGMENT: The above signed also acknowledges the receipt of the following Addenda:

ADDENDUM NO. ____ **DATED** _____ **ADDENDUM NO.** ____ **DATED** _____

ADDENDUM NO. ____ **DATED** _____ **ADDENDUM NO.** ____ **DATED** _____

ADDENDUM NO. ____ **DATED** _____ **ADDENDUM NO.** ____ **DATED** _____

PROPOSAL RESPONSE FORMS

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Reference Form (make copies and include at least 3 complete references from the past 5 years with bid documents).

Respondent: _____

Name of Principal Contact: _____

REFERENCE:

Company Name: _____

Address: _____

Name of Principal Contact: _____

Telephone Number: _____

Email Address: _____

Contract Number: _____

Term of Contract: _____

Description of Contract: _____

Please provide responses to the following questions:

On a scale of 1 – 5 (5=Excellent, 4=Good, 3=Acceptable, 2=Poor, 1=Very Poor), please rate this vendor and or system on the following questions:

- How satisfied were you with this vendor? _____
- How satisfied were you with this vendor's ability to resolve issues? _____
- How satisfied were you with this vendor's service? _____
- How satisfied were you with this vendor's customer care? _____
- How satisfied are you with this vendor's technical expertise? _____
- Do you find this vendor reliable? _____

Were services performed in an acceptable manner and as promised? _____

- If no, please explain _____

Do you feel that you received value in the services provided by the vendor? _____

Would you deal with this vendor again and/or recommend this vendor to other Governmental Agencies to do business with them? _____

Give us an example of a problem situation with this vendor and explain what the vendor did or did not do to resolve the issue: _____

PROPOSAL RESPONSE FORMS

RFP 2425-0024

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available 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.

(Vendor's signature)

PROPOSAL RESPONSE FORMS

RFP 2425-0024

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE *******

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

RFP 2425-0024 School Board Attorney

Organization Name

PR/Award Number or Project Name

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

Signature(s)

Date

DUNS number: _____

Form AD-1048 (1/92)

PROPOSAL RESPONSE FORMS

RFP 2425-0024

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

PROPOSAL RESPONSE FORMS

RFP 2425-0024

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, and contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

PROPOSAL RESPONSE FORMS

RFP 2425-0024

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with qualification proposal as an Architect and/or Engineering Firm for Educational Facilities Construction.
2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing) and my relationship to the entity named above is _____.
4. I understand that a "Public Entity Crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in federal or state trial court of record relating to charges brought by indictment or information after July, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes,
Means:
A predecessor or successor of a person convicted of a public entity crime; or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The Term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms' length agreement shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

PROPOSAL RESPONSE FORMS

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8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement: **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND indicate which additional statement applies.**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **Attach a copy of the final order.**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **Attach a copy of the final order.**

_____ The person or affiliate has not been placed on the convicted vendor list. **Describe any action taken by or pending with the State of Florida, Department of General Services.**

_____ Date: _____ (Signature)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ (name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this ____ day of _____, 20____.

_____ NOTARY PUBLIC

My commission expires:

PROPOSAL RESPONSE FORMS

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STATEMENT OF PRINCIPAL PLACE OF BUSINESS

To be completed by each respondent and returned with your proposal in order to be considered responsive.

Vendor Company Name: _____

Name of Principal Contact: _____

Identify state in which respondent has its principal place of business: _____

If your principal place of business is the State of Florida, you do not need to proceed any further on this form.

If your principal place of business is outside of the State of Florida, the remainder of this Form must be completed by an attorney and returned with your proposal response. Failure to comply SHALL be considered to be non-responsive to the terms of this solicitation.

NOTE: Florida Statute Section 287.084(2) states that “A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.”

LEGAL OPINION REGARDING STATE BIDDING PREFERENCES

(To be completed by the Attorney for an Out of State Vendor. Please select one)

The respondent’s principal place of business is in the State of _____ or in _____, a political subdivision thereof. It is my opinion that (check one):

☐ The laws of the state or political subdivision thereof **do not** grant a preference in the letting of any public contracts to business entities whose principal place of business are in that state or political subdivision.

☐ The laws of the state or political subdivision thereof **do** grant the following preference(s) in the letting of any public contracts to business entities whose principal place of business are in that state or political subdivision thereof (Please describe preferences and provide citation to authority):

- Signature of out of state respondent’s attorney: _____
- Printed name of out of state respondent’s attorney: _____
- Address of out of state respondent’s attorney: _____
- Telephone number of out of state respondent’s attorney: _____
- Email of out of state respondent’s attorney: _____
- Attorneys’ state(s) of bar admission: _____

PROPOSAL RESPONSE FORMS

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BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

Certification for contracts, Grants, Loans, and Cooperative Agreements (for contracts of \$100,000 or greater)

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions in 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
3. He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards shall certify and disclose accordingly.

c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code.

Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Company Name _____ Date: _____

Company Officer: _____
(Print Name and Title)

(Signature)

Project Name: _____

Project Number: _____

PROPOSAL RESPONSE FORMS

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DOING BUSINESS WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

The School Board of DeSoto County seeks to ensure that qualified small businesses, minority and women owned businesses and labor surplus area firms that compete for Board contracts are not subject to unlawful discrimination on the basis of race, color, national origin or gender.

The following qualifications define these businesses as:

1. "Small, Minority and Women Business Enterprises and Labor Surplus Firms" that are a for-profit business entity:
 - a. At least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged; and
 - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - c. Labor Surplus Firms which are utilized when the unemployment rate for a county is above 20%.
2. "Social and Economically Disadvantaged Individual" means any individual who has been subject to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regards to their individual qualities.
 - a. These individuals fall into one of the categories below:
 1. African American
 2. Hispanic Americans
 3. Native Americans
 4. Asian-Pacific Americans
 5. Subcontinent Asian Americans
 6. Women and
 7. Any individual who the Board finds to be socially and economically disadvantaged on a case-by-case basis.

The Board will attempt to utilize the products and services of small, minority and women businesses when it is in the best interest of both parties.

Does the Firm meet the qualifications mentioned above? ____ If yes, is the Firm certified as a MBE/WBE with the Department of Management Services, Office of Suppliers Diversity and registered on www.MyFloridaMarketPlace.com? ____

Signature of Firm's Representative

PROPOSAL RESPONSE FORMS

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INSURANCE SPECIFICATIONS FOR CONTRACTORS

(PRESENT THIS INFORMATION TO YOUR INSURANCE AGENT)

The contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverages required in the project specifications. Certificates of Insurance shall be filed with and approved by the School Board ***before*** the contractor or any subcontractor is allowed to commence work on the project. All certificates should be provided to the Facilities Division **Attn: Facilities Specialist @, 530 LaSolona Avenue, Arcadia, FL 34266; or fax # 863-494-6481.**

1. GENERAL LIABILITY INSURANCE

The contractor shall provide the ISO Broad Form Commercial General Liability Policy. The Owner shall Be exempt from, and in no way liable for, any sums of money that may represent a deductible In any insurance policy. The payment of such deductible shall be the responsibility solely of the Contractor or subcontractor providing such insurance.

The **Broad Form Comprehensive General Liability Policy (CGL)** is a method of automatically Providing a broad range of common coverage extensions to the CGL policy that firms often need And overlook. By having a broad form policy, it will reduce the overall cost of providing those Other coverages at a future date and allows for a wide distribution of those packaged coverages.

The CGL policy shall provide coverage of at least the following items:

- a) **Premises Operation** that will include XCU coverage except when work does not Include foundation, structural work, pressure fired vessels or materials or construction Techniques that could explode.
- b) **Independent Contractor's Protective**
This is exposure for injury to others arising out of the independent contractor's work
- c) **Products and Completed Operations**
- d) **Personal Injury Liability with the Employment Exclusion deleted**
- e) **Blanket Contractual Liability**
This is liability assumed by the insured under any contract or agreement. This includes any oral Or written contract or agreement relating to the conduct of the named insured's business.
- f) **Broad Form Property Damage** including completed operations

The contractor shall obtain insurance that shall at least meet the following minimum limits:

- \$500,000.00 per person.
- \$1,000,000.00 aggregate or \$2,000,000 aggregate under the new ISO claims-made policy.

PROPOSAL RESPONSE FORMS

RFQ 2425-0024

The School Board of DeSoto County shall be listed both as an *"Additional Insured"* and *"Certificate Holder"* on all insurance policies obtained by the contractor as the result of being awarded a Contract; unless expressly prohibited by the insurance company. A written explanation of that Insurance company's position will be attached to the Certificate of Insurance filed with the School Board of DeSoto County's Risk Management Department. Any requirement by the contractor's Insurance company that an additional premium shall be required for the issuance of a Certificate Of Insurance with the School Board of DeSoto County as an *"Additional Insured"* shall not Excuse any failure to obtain the required insurance certificate.

The name of the insurance company (is) listed on the Certificate of Insurance on file in the Risk Management Department shall be the same as it appears in the **Best's Rating Guide**. The Insurance company named on the Certificate of Insurance shall have a rating of "A-5" or better as Stated in the current **Best's Rating Guide**. If the project value is under \$50,000, the "A-5" rating For those insurers is waived

2. AUTOMOTIVE LIABILITY INSURANCE

The contractor shall obtain Comprehensive Automobile Liability Insurance which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. The School Board of DeSoto County shall be listed both as an *"Additional Insured"* and *"Certificate Holder"* on the policy. Coverage shall include owned, non-owned, hired, and rented vehicles.

3. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees unless such employees are covered by the protection of the contractor. The following limits shall be obtained:

- **State:** Statutory
- **Applicable Federal:** Statutory
- **Employer's Liability:** \$200,000

CONFLICT OF INTEREST NOTIFICATION FORM RFQ 2425-0024

The purpose of the conflict of interest form is to assist the School District in identifying and disclosing actual and potential conflicts, and help ensure the avoidance of conflicts of interest where necessary. Identify any clients that have matters currently pending before the School Board and whether the affiant is representing those clients in the specific matters. Identify any conflicts of interest you anticipate the affiant from representing the School Board with respect to specific clients or matters.

Vendor Name (Print): _____

Company Name (if different from above): _____

Please describe the nature of service/transaction that will be provided to, or in behalf of, the School District:

Please describe any and all relationship(s) or other material interest(s) that you, your company, its owner, officers, directors or agents, or members of their immediate family may have with any officer or employee of the School Board and their positions:

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____ Date: _____

PUR 2024

Part A: Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: _____

Representative/Officer's Printed Name: _____

Representative/Officer's Title: _____

Signature: _____

Date: _____

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Name of entity is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name: _____

Senior Management's Printed Name: _____

Senior Management member's Title: _____

Signature: _____

Date: _____

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

RFQ 2425-0024

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your proposal packet. Include this completed checklist along with your proposal. Items checked **required** must be submitted at the time you submit your proposal or your proposal will be declared non-responsive. Items checked **Requested** should be submitted at the time you submit your proposal to facilitate the proposal evaluation process, but will not be cause for declaring your proposal non-responsive.

<i>Verified</i>	<i>Required</i>	<i>Requested</i>	Description of Submittal <u>(1 original & 4 hard copy & 1 Thumb Drive Copy)</u>	Page No.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Completed and signed Invitation to Bid Form	1
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	General Terms and Condition: Federal Regulations	2-10
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proposal Response Form Proposal/Qualifications Information	22
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	References Form- Duplicate as needed	23
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Drug Free Workplace Certification Form</i>	24
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Certification Regarding Debarment Form AD-1048</i>	25-27
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Entity of Crimes	28-29
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Statement of Principal Place of Business</i> (Must be signed by Attorney if applicable)	30
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Anti-Lobbying Amendment</i>	31
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Doing Business with Small Business</i>	32
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Insurance Certificate* naming District as "Certificate Holder" required <i>if awarded contract.</i> (No documents due at Opening).	33-34
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest Notification Form	35
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	PUR 2024 Part A: Use of Coercion for Labor and Services – Part B: Provision of Commodities produced by Forced Labor	36
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Foreign Country of Concern Attestation (PUR1355)	37
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Title Page/ Table of Contents/ Cover Letter	include
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Experience and Qualifications of Law Firm	include
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Experience and Qualifications of Attorneys	include
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Cost Fee Proposal	include

** Required Documents must be received prior to commencing work for the DeSoto School Board.*

DeSoto County District Schools

Bid Protest Procedure

A respondent who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) FS and School Board Policy Chapter 91 enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the Facilities Division, the notice must be filed with the director of facilities.

1. Any person who is adversely affected by the district decision or intended decision shall file with the director of purchasing or director of facilities a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the district decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the DeSoto County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
3. Upon receipt of the formal written protest and protest bond which has been timely filed, the district shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final district action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
4.
 - a) The district shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
 - b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable district rules before a person whose qualifications have been prescribed by rules of the district.
 - c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the district shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.
5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the district within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed district action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the district's proposed action is contrary to the district's governing statutes, the district's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed district action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding
7. contesting an intended district action to reject all bids, the standard of review by an administrative law judge shall be whether the district's intended action is illegal, arbitrary, dishonest, or fraudulent.