

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 www.osceola.k12.fl.us

Request For Proposals **RFP# SDOC 07-015 NM**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **Recruitment Services** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on August 29, 2006**. All responses will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Proposals shall be submitted in a sealed envelope, clearly marked with the Bid/RFQ name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the Vendor list for this commodity. If you have any questions regarding this Bid/RFQ, please contact the Purchasing Department at (407) 870-4630.

A Pre-Bid Conference is scheduled for **August 15, 2006, at 9:00 a.m.** in the Conference Room of the Purchasing Department located at 817 Bill Beck Blvd., Kissimmee, Florida.

All purchases resulting from this Request For Proposals will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope.

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFQs. Please be advised that other agencies may make use of the bid/RFQ at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

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 for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work.
- May not submit bids 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.

Convicted Vendors may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

APPLICABLE LAW

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

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REQUEST FOR PROPOSALS
RFP #SDOC 07-015 NM

PLEASE CHECK YOUR RFQ FOR COMPLETENESS AND ACCURACY. THIS RFQ WILL BE CONSIDERED A BINDING CONTRACT.

NAME OF RFQ: RECRUITMENT SERVICES

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (Area Code) _____ FAX: (Area Code) _____

SIGNATURE: _____ DATE: _____

TYPED SIGNATURE: _____ TITLE: _____

REQUIRED BID/RFQ SUBMITTAL CHECKLIST:

Please be sure you have completed and enclosed this page along with the required documents checked below for your RFQ to be considered complete. Failure to do so may constitute your RFQ as incomplete in the awarding process.

- X Drug Free Workplace Certification
- X Insurance Documentation as specified in RFQ
- X Anti-Collusion Statement/Public Domain Statement
- X List of References
- X Financial Statement
- X Business Resume
- X Additional Submittals specific to this RFQ may also be required. See RFQ for details.

DUE TO THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU "DO NOT" SUBMIT YOUR RFQ RESPONSE IN 3-RING BINDERS.

**FC-220-120
(Rev. 6/99)**

**DRUG FREE WORKPLACE
CERTIFICATION FORM
SDOC #: 07-015 NM**

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

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

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM

TITLE: RFP FOR RECRUITMENT SERVICES; SDOC #: 07-015 NM

Anti-Collusion Statement/Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachments and the contents of any addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)

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THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
REQUEST FOR PROPOSAL (RFP)

RECRUITMENT SERVICES
SDOC #: 07-015 NM

1. INTRODUCTION:

1.01 Background:

This is a Request For Proposal ("RFP") for Recruitment Services (Direct Placement). The School Board of Osceola County (the "Board") will be receiving and evaluating proposals to select a firm(s) to assist the District with the employment of specialized fields.

Estimated Value of this Contract:

This is the first time, within this District, that this service has been made available for public bid. There is no history from which to pull an estimation as to the value of this contract. District staff has formulated that this contract could be valued at \$75,000 for the first twelve (12) months of the contract period. However, please note that this figure is only an estimation and in no way obligates the District to purchase this amount of service. This figure is intended as a guide in submitting your bid. The actual amount purchased under this bid could be more or could be less.

The Evaluation Committee (the "Committee") reports to the Purchasing Department. The Committee may be comprised of the Coordinator of Exceptional Student Education, Program Specialist of Speech/Language, Director of Exceptional Student Education, and any other District staff as deemed necessary by the Superintendent or his designee.

It is anticipated that the Evaluation Committee will review the written proposals received in response to this RFP, conduct any Oral presentations as deemed necessary, and will make recommendations to the Superintendent for the selection of the Recruiting firm(s).

1.02 General Information about the District:

The School District of Osceola County, Florida (School Board) was created pursuant to § 4, Article IX of the Constitution of the State of Florida. The School Board is an independent taxing and reporting entity, controlled, organized and administered by the District in accordance with Chapter 1000, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent is responsible for the administration and management of the schools and the departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the District for 2004-2005 school year totals \$586,507,183.30, including an operating budget of \$288,851,351.00, and a capital budget of \$191,815,972.17. The District operates thirty-four schools, which includes seventeen elementary schools, seven middle schools, seven high schools, two K thru 8 schools, and one 6th thru 12th grade school. The District is also responsible for thirteen alternative educational sites, and eleven charter schools. The total full-time K-12 enrollment of public school students as of May 2005 is 47,571. Growth is projected to continue in the future at an average of 600 students per year over the next five years.

1.03 Contract Services:

The District wishes to receive proposals for the selection of a firm, or firms, to provide Recruiting Services to the District for a base period of five (5) years. In addition, this contract may be extended at the conclusion of the base period for one (1) additional three (3) year period and then for another one (1) two (2) year period at the same terms and conditions if mutually agreeable by all parties. **Services may commence as early as 30 calendar days after award by the Board.**

Recruiting Services
RFP: SDOC 07-015 NM

1.04 **Scope of Services:**

The District will provide the awarded firm with a job description and individual qualification for a position and the awarded firm will be expected to recruit individuals for the District to interview for this position.

1.04 (1) The awarded firm shall provide the District with professional applicants for the purpose of the District to select needed personnel.

1.04 (2) The awarded firm shall warrant that all applicants are professionally licensed or certified in compliance with Florida Law when required.

1.04 (3) Applicants must be fluent in oral and written English. Documentation of bilingual capability is desirable and should be submitted with proposed applicant's resumes.

1.04 (4) Present area of need is in the area of Licensed Speech Pathologists (minimum four year degree). Bidders are requested to provide pricing of other positions that they feel the School District may be interested in. Nursing as an example. Bidders must keep in mind that the main focus of this RFP is for Licensed Speech Pathologists.

1.04 (4) (i) Approximately 4,500 students are served by Speech Language Pathologists (SLP) in this School District. The disabilities experienced by these students primarily include, but are not limited to, General Education, Autism, Physically Impaired, Specific Learning Disabled, Visually Impaired, Emotionally Handicapped, Severely Emotionally Disturbed, Deaf/Hard of Hearing, and Mentally Handicapped. The individual recruit hired by the District must be able to provide comprehensive educationally relevant therapy as established by each student's Individual Educational Plan (IEP). In addition, the individual recruit hired by the District must be prepared to serve additional students as identified by the School Board or their designee.

1.04 (5) It is the Awarded Firm's responsibility to ensure that all applicants are legally allowed to work in the United States in accordance with Immigration Policies.

1.04 (6) The awarded firm agrees to meet monthly with District personnel, or as agreed to by both parties, to monitor effective coordination between the two parties related to the provisions of the contractual agreement.

1.05 **Hiring Criteria**

All personnel furnished to the District by the Awarded Firm shall be subjected to drug testing and criminal background check as required by the School Board policies and Chapter 1000, Florida Statutes. The Awarded Firm shall certify that all personnel furnished to the District under this contract will meet the following criteria:

- Drug screening test {Ten (10) tier or as required by the District.},
- Tuberculosis (TB) Test,
- High school diploma (or GED) or higher if required,
- Bloodborne Pathogens and Hazardous Communication Training/Orientation,
- Fingerprints background check (including state & federal criminal history) {See paragraph 1.09 this document.},
- Hepatitis B vaccine if required, and
- Completed form 1-9 or proof of citizenship.

1.06 **Recruitment of Staff**

1. **SELECTION OF APPLICANTS:** The Awarded Firm is responsible for selecting proficient personnel for the District to interview for possible placement within the District.

2. **LICENSES:** Copies of licenses or certifications are requested to be submitted prior to any interview of prospective employee.

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1.07 **Invoicing**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4492. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices which do not reference valid SDOC purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

1.08 **Pricing**

All service pricing shall be based on the "Direct Placement" of an individual applicant and other associated fees. Associated Fees must be well defined; a good description of what these fees cover shall be submitted with the bidder's response.

1.09 **APPLICANT'S BACKGROUND CHECK**

The School District of Osceola County, Florida, is committed to the education and safety of its students and its employees. To that end, any Awarded Firm will be required to ensure that the personnel selected for District interviews, do not possess criminal records (includes all misdemeanors, felonies, or other criminal offenses other than non-criminal traffic violations). Should a selected applicant fail the District's Level 2 background check, the District shall not be charged any fees.

1.10 **SERVICE REQUIREMENTS**

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

1.11 **COST OF LIVING INCREASE**

At the end of the first twelve (12) months of the contract and on or within thirty (30) calendar days before the next anniversary date of the contract, the successful vendor may request a "Cost of Living" increase. This increase shall not be more than the District's "Cost of Living" awarded to their employees or more than the average of Consumers Price Index (CPI) for the past twelve months. The District reserves the right to accept or reject the request for increase. Justification for price increase may be:

- a) FICA (if percentage amount required by Federal Government changes)
- b) Federal Unemployment Insurance rates
- c) State Unemployment Insurance rates
- d) Worker's Compensation Insurance rates
- e) School District of Osceola County rate change

1.12 **FAMILIARITY WITH LAWS**

The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect this service. Ignorance on the part of the vendor will in no way relieve him from any responsibility or liability arising from the award. The awarded vendor assures and certifies that they will comply with these laws, Acts, and other legal requirements.

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2. INSTRUCTIONS TO PROPOSERS:

- 2.01 Proposals must be submitted in a sealed container, clearly identified as RFP for Recruiting Services. Sealed proposals will be received until 2:00 p.m., local time, on **August 29, 2006** in the School District Purchasing Office at the address shown in Section 2.9. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above, will be date/time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline.
- 2.02 One manually signed original (with "Pricing"), nine (9) photocopies (without "Pricing") of the proposal and one (1) CD or diskette containing a PDF file of the contents of your original proposal must be submitted. "Pricing" shall be submitted in a separately sealed envelope with the "original" proposal. If invited for the Oral Presentation part of this bid process, bidder will need to provide a PDF file of all the handouts.
- 2.03 A standard 8-1/2" by 11" format in a spiral bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.
- 2.04 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.05 Any corrections in your offer, must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.06 Proposers should become familiar with any local conditions, which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.07 Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the District.
- 2.08 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

2.09 **BOARD CONTACT AND ADDRESS INFORMATION:**

This RFP is issued by the School District's Purchasing Department. The Purchasing Department is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP shall be addressed, in writing to:

Neil D. McDonald, Purchasing Supervisor
The School District of Osceola County, Florida
817 Bill Beck Blvd.
Building 2000, Purchasing Department
Kissimmee, Florida 34744
Email Address: mcdonaln@osceola.k12.fl.us

Any violation of this provision will disqualify the proposer from being considered.

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3. TIME SCHEDULE:

3.01 ANTICIPATED SCHEDULE OF EVENTS:

- | | |
|------------------------------|---------------------------------|
| ✓ August 4, 2006 | Issuance of RFP |
| ✓ August 15, 2006 at 9:00 AM | Pre-Bid |
| ✓ August 29, 2006 at 2:00 PM | RFP Opening |
| ✓ September 12, 2006 | Evaluation of Written Responses |
| ✓ September 26, 2006 | Oral Presentations |
| ✓ September 27, 2006 | Posting of Recommendation |
| ✓ October 3, 2006 | School Board Award of Contract |

3.02 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:00 a.m., on **August 15, 2006**, in the ***District's Purchasing Department's Conference Room, Building 2000***, 817 Bill Beck Boulevard, Kissimmee, Florida. The proposal document will be discussed and questions from the proposers will be entertained. Proposers may wish to submit questions, in writing, in advance of the conference, to the Purchasing Department.

3.03 A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to proposer(s) by U.S. mail or by facsimile.

3.04 Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

4. AWARD:

4.01 The District reserves the right to accept or reject any or all proposals.

4.02 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

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

4.04 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

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

4.06 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School District of Osceola County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.

4.07 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

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5. TERM OF CONTRACT:

The term of the contract shall be for the five (5) years set forth in Section 1.03 of this RFP. The awardee will be notified when the Board has acted upon the recommendation. All costs for this service shall be firm for the term of this contract, or as herein addressed. The awardee agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation/termination provisions of Section 12. of the RFP.

6. RFP INQUIRIES:

6.01 Potential firms may submit written questions by facsimile (FAX), addressed to the Purchasing Supervisor, FAX # 407 – 870-4616. Questions must be received no later than **ten (10) days before the 'Due Date'**. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the firm(s) to ensure that written questions will be received by the deadline indicated above. Responses will be distributed to all who have received a RFP.

The Board may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing Department. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to be sure they have received all addendums.

6.02 No verbal or written information which is obtained other than by information in this document or by written addendum to this RFP will be binding on the District.

7. LOBBYING:

7.01 Proposers are hereby advised that lobbying is not permitted with any district personnel or board members. All oral or written inquiries must be directed through the purchasing department.

7.02 Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract.

7.03 Any proposer found to have lobbied district personnel or board members, or any individual found to have lobbied district personnel or board members on behalf of a proposer, will be disqualified from being awarded this contract.

8. MINIMUM ELIGIBILITY REQUIREMENTS:

Proposals will be considered only from firms which are regularly engaged in the business of providing the services as described herein, have a record of performance for at least five (5) years, with a minimum of three (3) years of continuous recruiting services in the governmental sector, and have sufficient organization to ensure that they can satisfactorily execute the services if awarded this contract under the terms and conditions herein stated. The term "organization" as used herein shall be construed to mean a well established company in line with the best business practices in the industry and as determined in the discretion by the proper authorities of this School Board.

9. INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. It is required that

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nine (9) copies of the proposal be submitted along with the original proposal. {The “original” proposal shall be the only one with the “Pricing”.}

9.01 **Title Page:** Show the RFP title, the name of the proposer, address, telephone number and the date.

9.02 **Table of Contents:** Include a clear identification of the material by section and by page number.

9.03 **Letter of transmittal – Limit to two pages:**

A. Briefly state the understanding of the proposer regarding the work to be done and make a positive commitment to perform the work within the specified time period.

B. Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers; and

C. Give the Federal taxpayer identification number of the proposer.

9.04 **Request for Proposal:** Page 2, of this RFP, with all required information completed and all signatures as specified, is a Required Form.

9.05 **Profile and Qualifications:**

9.05.1 Experience and Qualifications of the Firm:

A. State whether the proposer is local, regional or national.

B. Give the location of the office which will be handling this account.

C. Describe the range of Recruiting services offered by your firm.

D. Describe the experience of the local office in performing Recruiting services to governmental entities.

E. Describe the experience of the proposer with the State of Florida School Boards and other School Boards in other states.

F. Indicate the length of time that the proposer has provided the services described under “C”, “D”, and “E”, above.

G. Describe the procedures of the proposer for ensuring quality control of information obtained.

H. Provide references from other Florida school districts or similar agencies for work similar to that contemplated by this RFP, including contact persons’ name, address, and phone number.

I. Briefly describe all lawsuits that are pending/ filed against the local office of the proposer over the last three (3) years.

9.05.2 Qualifications and Experience of Staff

A. The proposer shall identify the Recruiting team (including the specific role each team member will have) that will be responsible for providing the required services. Resumes for each person to be assigned to the team will be submitted and will include the following information:

1. Experience in providing Recruiting services in general;
2. Experience in providing Recruiting services to governmental units;
3. Experience in providing Recruiting services to school districts; and
4. Membership in various national and state governmental boards, committees or associations (past and present).

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- B. Identify the specific individual who would serve the District on a day-to-day basis as a primary point of contact and be responsible for the work product of the proposer. The individual identified shall be available within 24 hours notice to accomplish the following:
1. Respond to telephone calls, and
 2. Respond to specific inquires.

9.05.3 Provide proof of your company's insurance as required in Section 17, of this RFP, or submit a letter of your intention to have the required insurance within ten days of notification by the District.

9.06 **APPROACH:** Clearly describe the approach that the proposer will use in providing the services described in Section 1.04.

9.07 **COST OF SERVICES:** Bid pricing is based on the "Direct Placement" of an individual applicant and other associated fees. Associated Fees must be well defined; a good description of what these fees cover shall be submitted with the bidder's response.

10. PROPOSAL EVALUATION PROCESS:

10.01 RFPs will be received and publicly opened. Only names of respondents will be read at this time.

10.02 The Evaluation Committee, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only unless required to be a voting member of the committee.

10.03 The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria, Section 11. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.

10.04 A selected group of firms may be requested to make oral presentations to the Evaluation Committee. Such a presentation will provide an opportunity for the proposers to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below. See 11.03.

The presentations will be made at the School District of Osceola County's Purchasing Office, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL 34744. The Selected Vendors will be invited to make a thirty (30) minute presentation to be followed by a question and answer session no longer than fifteen (15) minutes in length. The Purchasing Office will schedule any necessary presentations.

10.05 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.

10.06 The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.

10.07 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

10.08 The School Board will award or reject any or all proposal(s).

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11. EVALUATION CRITERIA:

11.01 Each proposer will be ranked based on an analysis of their written proposal. A maximum of 100 points will be awarded based upon the qualifications of the proposing firm, including, but not limited to the following:

1. Proposed approach to provide the services described in Section 1.04;
2. Demonstrated experience providing Recruiting Services to other governmental entities;
3. Experience performed under similar circumstances and the quality of this work as evidenced by references in other Florida School Districts; and
4. Adequacy of procedures to ensure quality control and confidentiality of information obtained.

11.02 The Evaluation Committee shall rank all proposals received, which meet the submittal requirements. The following factors will be considered in ranking the 'written' proposals received.

<u>Proposal Response Evaluation Criteria</u>	<u>Weighted Value</u>
1. Proposed approach to recruit individuals to fill the District's needs. (Section 1.04)	45 points maximum
2. Demonstrated experience in providing Recruiting services to other governmental entities. (Section 9.5.1 (E))	15 points maximum
3. Experience in providing Recruiting services to School Boards. (Section 9.5.1. (F))	25 points maximum
4. Quality Control and confidentiality of information of similar work from other Florida School Districts, or similar agencies.	15 points maximum
5. Pricing. (Required but not evaluated at this Time)	0 points maximum
<u>TOTAL NUMBER OF POINTS:</u>	100 points

11.03 Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following based on an Oral Presentation:

<u>Oral Presentation Evaluation Criteria</u>	<u>Weighted Value</u>
1. <u>Knowledge of this Industry</u>	<u>40 points maximum</u>
2. <u>Ability to provide services</u>	<u>40 points maximum</u>
3. <u>Oral Presentation</u>	<u>5 points maximum</u>
4. <u>Pricing</u>	<u>15 points maximum</u>
<u>TOTAL NUMBER OF POINTS:</u>	<u>100 points maximum</u>

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If invited for the Oral Presentation part of this bid process, bidder will need to provide a PDF file of all the handouts.

12. CANCELLATION OF AWARD/TERMINATION:

In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the awarded firm stating the deficiencies. Unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law. And/or the District may terminate this contract, not the leases that are in place, at anytime by giving a forty-five (45) day written notice to the awarded firm.

13. DEFAULT:

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

14. LEGAL REQUIREMENTS:

14.01 It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

14.02 Proposer(s) doing business with the district are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

15. FEDERAL AND STATE TAX:

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

16. CONFLICT OF INTEREST:

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

17. INSURANCE REQUIREMENTS:

17.01 Proof of the following insurance will be furnished by the awarded bidders to the School District of Osceola County by Certificate of Insurance. **THE SCHOOL DISTRICT OF OSCEOLA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.**

17.02 Certificates of insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Osceola County's Risk Management Department that originated the contract, and approved prior to the start of any

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work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

17.03 Thirty (30) days written notice must be provided to the School District of Osceola County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

17.04 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more, the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. WORKER'S COMPENSATION: Proposer(s) must comply with FS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. COMPREHENSIVE GENERAL LIABILITY: Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

C. BUSINESS AUTOMOBILE LIABILITY: Awarded bidders shall procure and maintain, for the life of the contract agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the Awarded Firm does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Awarded Firm indicating the following:

_____ (Company Name) does not own any vehicles. In the event, we acquire any vehicles throughout the term of this contract agreement, _____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of the acquisition.

D. PROFESSIONAL LIABILITY: The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the School Board of Osceola County and each officer, agent and employee of the School Board of Osceola County against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of this project.

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18. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

18.01 Awarded proposers shall, in addition to any other obligation to indemnify the School District of Osceola County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Awarded Firm, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Awarded Firm in the performance of the work; or
- C. liens, claims or actions made by the Awarded Firm or any subcontractor or other party performing the work.

18.02 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Awarded Firm of any subcontractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

18.03 Any costs or expenses, including attorney's fees, incurred by the School Board of Osceola County to enforce this agreement shall be borne by the proposer.

18.04 The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the School Board.

19. PUBLIC RECORDS LAW:

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

20. PERMITS AND LICENSES:

The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinance without additional cost to the District.

21. INTELLECTUAL PROPERTY RIGHTS:

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School Board.

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22. SUB-CONTRACTS:

- 22.01 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.
- 22.02 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.
- 22.03 After award of contract, any changes in subcontractors or sub-proposers require prior School District written approval.

23. INDULGENCE:

Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

24. PROPOSER'S MAILING ADDRESS:

It is the responsibility of every proposer to register and maintain their current mailing address with the School District of Osceola County Purchasing Department.

25. PUBLIC ENTITY CRIMES:

25.01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

25.02 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

26. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

- 26.01 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.
- 26.02 The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

27. AGREEMENT:

The RFP, the proposal, and negotiated terms will constitute the complete agreement between the proposer and the District.

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28. JOINT PROPOSAL:

In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

29. FUNDING OUT/TERMINATION/CANCELLATION:

29.01. Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

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

29.03. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

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

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- C. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- D. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

30. POSTING OF RFP CONDITIONS/SPECIFICATIONS:

This RFP will be posted for review by interested parties, at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida on the date of RFP mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

31. POSTING OF RFP RECOMMENDATION:

The recommendation for award will be posted for review by interested parties, at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida on or about **September 22, 2006**, and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School

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District of Osceola County. Failure to follow the requirements of the bid protest procedures and Section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

32. Work Papers:

In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s) at the end of this period. Destruction of said work papers shall be at the awarded firm(s)'s expense.

33. These documents constitute the complete set of specifications, requirements, and/or proposal forms.

34. All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

35. Document files may be examined, during normal working hours, thirty (30) workdays after proposals have been opened.

36. TOBACCO FREE

The School District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.

37. MULTIPLE AWARD

The District reserves the right to make multiple awards. It is understood that the only one firm may not have personnel available for interviews in a timely manner at the time of need.

38. BID PROTESTS

A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one (1) percent of the total value of the contract or \$5000.00, whichever is less, or \$5,000 for a Bid Protest in regards to the Bid Specifications.

C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." The BIDDER, as the PRINCIPAL, shall execute each such Bond therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

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- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

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The following questionnaire shall be answered by the Bidder for use in the evaluating of the bid. The School Board shall weight (a) experience, qualifications, and reputation of each Bidder and (b) the quality of the services proposed by each bidder.

1. **FIRM NAME:** _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Person for Inquiries: _____

2. **BONDING:**

Surety Company: _____

Agent Company: _____

Agent Contact: _____ Phone: _____

Total Bonding Capacity: \$ _____

Value of Work Presently Bonded: \$ _____

3. **INSURANCE:**

Insurance Company: _____

Agent Company: _____

Agent Contact: _____ Phone: _____

Worker's Compensation Modifier for the past three (3) years: _____

4. **EXPERIENCE:**

Years in business under present name: _____

Years in this area of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

Average annual value of work completed

(last three (3) years): _____

Percentage (%) of work performed by own

forces: _____

Licenses/Certifications currently valid in force: _____

Total number of permanent staff employed includes the following:

Professional: _____

Management: _____

Clerical: _____

Other: _____

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List Four (4) Most Significant Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

PROJECT #2:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

PROJECT #3:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

PROJECT #4:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____

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List Three (3) Most Significant Projects, Other Than Those Listed Above, That are Presently Under Contract:

PROJECT #1:

Contracting Agency: _____

Contact Person: _____ Phone: _____

Contract Amount: _____ Date Completed: _____

PROJECT #2:

Contracting Agency: _____

Contact Person: _____ Phone: _____

Contract Amount: _____ Date Completed: _____

PROJECT #3:

Contracting Agency: _____

Contact Person: _____ Phone: _____

Contract Amount: _____ Date Completed: _____

5. BANK REFERENCES, CREDIT REFERENCES:

Bank Name: _____

Address: _____

Contact Person: _____ Phone: _____

Currently Rated with Dun & Bradstreet? YES NO

If so, what is your D&B rating: _____

Has Firm: Failed to complete a contract? YES NO

Been involved in bankruptcy or reorganization? YES NO

Pending judgment claims or suits against firm? YES NO
(If answer to preceding is YES, submit details on separated sheet.)

6. Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a non-criminal traffic violation? YES NO

If YES provide complete details on a separated sheet.