

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

August 28, 2006

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
REQUEST FOR PROPOSAL
SDOC 07-023 CJ

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES**. The Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on September 26, 2006**, will receive this proposal. 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.

A **Pre-Bid Conference** is scheduled for September 12, 2006 at 9:00 a.m. in the Purchasing Department of the School District of Osceola County, 817 Bill Beck Blvd., Bldg 2000, Kissimmee, Florida. The bid document will be reviewed and questions from the vendors will be addressed.

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/RFPs. Please be advised that other agencies may make use of the bid/RFP at the same prices and conditions.

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, sub-contractor 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.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM

TITLE: RFP FOR PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES

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 (Contractor 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.

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 bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors 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 work-place, the business's policy of maintaining a drug-free work-place, 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

ne(pr237p)

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

1.0 INTRODUCTION:

1.1 Background:

This is a Request for Proposal (“RFP”) for an independent contractor (the “proposer”) to provide Physicals for School District Employees, (the “District”).

The Evaluation Committee (the “Committee”) reports to the Purchasing Department. The Committee is comprised of staff from the District, as deemed necessary.

It is anticipated that the Evaluation Committee will review the proposals received in response to this RFP and conduct any Oral presentations as deemed necessary, and will make recommendations to the School Board for the selection of a Contractor to provide Physicals for School District Employees.

1.2 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.

1.3 SCOPE OF WORK:

THIS SPECIFICATION establishes the minimum requirements for **PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES** listed and described in the body of these specifications to be used as noted by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

1.4 THE INTENT of this RFP is to establish a contract for a base period of three (3) years from the date of award of the bid. During which time, the successful contractor shall guarantee contractor prices for the item(s) awarded to him/her as specified in this RFP. Also, this contract may be renewed at the conclusion of the base period for up to two (2) additional one (1) year periods for a total of five (5) years at the same terms and conditions if mutually agreeable by both parties. However, at the end of the base period of three (3) years, if there has been an increase in cost of doing business throughout this industry, the awarded firm may request a price increase from the District. This increase shall not be more than the average of the last five (5) years of the Consumer Price Index or the District’s Cost of Living increase to its employees. The District reserves the right to accept, reject or to negotiate the increase requested by the awarded firm. However, the contract may be terminated upon thirty (30) days written notice by the School District or ninety (90) days written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding at the District level.

1.5 METHOD OF AWARD:

BID PRICES will be accepted and considered by the following method: An “**ALL OR NONE**” Bid for the entire quantity of items. The Board reserves the right to reject any or all bids or to accept any bid or part thereof, that in its judgment will be in the best interest of the School Board. The Board also reserves the right to waive all informalities.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

2.0 INSTRUCTIONS TO PROPOSERS:

Proposals must be submitted in a sealed container, clearly identified as RFP for PHYSICALS FOR THE SCHOOL DISTRICT EMPLOYEES. Sealed proposals will be received until 2:00 p.m. on September 26, 2006 in the School Board Purchasing Office at 817 Bill Beck Blvd., Building 2000. The official clock for 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 and time stamped and will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by the specified due date and time.

One manually signed original (with "Pricing") and six (6) photocopies (without "Pricing") of the proposal must be submitted. "Pricing" shall be submitted in a separately sealed envelope with the "original" proposal.

A standard 8-1/2" by 11" format in a bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

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

Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.

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.

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

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

2.1 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 must be addressed, in writing to:

Cheryl M. Jessee
Senior Buyer, Purchasing Department
The School District of Osceola County, Florida
817 Bill Beck Blvd.
Kissimmee, Florida 34744

3.0 ANTICIPATED SCHEDULE OF EVENTS:

August 28, 2006	Issuance of RFP
September 12, 2006 @ 9:00 AM	Pre-Bid Conference
September 26, 2006 @ 2:00 PM	RFP Opening
September 27, 2006	Evaluations Written
October 3, 2006	Oral Evaluations
October 17, 2006	School Board Award of Contract

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

3.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 9:00 a.m., on September 12, 2006, in the **Purchasing Conference Room**, 817 Bill Beck Blvd., 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.

3.2 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, email or facsimile.

4.0 AWARD:

- The District reserves the right to accept or reject any or all proposals.
- 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.
- 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.
- The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- 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.
- The proposal with the highest number of points will be ranked first.
- 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.

5.0 TERM OF CONTRACT:

The term of the contract shall be for three (3) years beginning after Board Approval. The awarded vendor(s) will be notified when the Board has acted upon the recommendation. All costs to the District for this service shall be firm and fixed for the term of this contract. The awarded vendor(s) agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation/termination provisions of Section 12.0 of the RFP.

Both parties may renew this contract at the conclusion of the base period for up to two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable. However, the contract may be terminated upon ninety (90) days written notice by the awarded contractor or thirty (30) days by the District. The purchase of this service and listed options will be contingent upon available funding.

6.0 RFP INQUIRIES:

Potential bidders may submit written questions by facsimile (FAX), addressed to the Cheryl M. Jessee, Senior Buyer, FAX # 407 – 870-4616. Questions must be received no later than **five (5) 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 bidder to ensure that written questions will be received by the deadline indicated above. Responses will be distributed by facsimile, US Mail or Email to all bidders who have received a RFP.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

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 representative. 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 received all addenda.

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

7.0 LOBBYING:

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.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, CONTRACTOR, 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.

ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF THE PROPOSER WILL RESULT IN REJECTION/DISQUALIFICATION OF SAID PROPOSER.

8.0 TECHNICAL SPECIFICATIONS:

8.01 SERVICES

The following services are included under this contract:

1. Annual Physical Examinations performed by a licensed health care provider for School District employees holding a Commercial Driver's License (CDL) using the Florida Department of Education, Physical Examination for School Bus Driver and Medical Examiner's Certificate (to be provided by the District). School District employees included in this group shall include bus drivers, and other employees as designated by the School District.
2. Physical exams performed by a licensed health care provider for School District employees utilizing the form provided by the School District. These physicals **may** be required for new employees of the School District or offered as an annual physical for School District employees.
3. The physical certificate or form to be used for examinations completed under this portion of the contract, shall be supplied by the School District and brought by the employee to the physical examination and returned to the School District by the same employee.
4. The successful bidder shall have adequate facilities and staff to completely process each employee through their physical in a timely manner. The School District of Osceola County would prefer to have each physical completed within thirty (30) minutes. Bidders that cannot meet this time frame must submit their best time frame for performing all work necessary to complete the physical.

8.02 BILLING PROCEDURES

Billing will be monthly with the cut off date of the 15th of each month. Invoices must be received by the School District of Osceola County by the 20th of each month and must itemize services completed by the 15th of that same month. The School District of Osceola County requires invoices which include a list of the cost per service rendered, a complete description and date of services rendered, and the full name for each patient. A copy of the itemized list of services shall also be sent to the School District of Osceola County, Personnel Department.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

8.03 **ESTIMATED QUANTITIES OF SERVICES**

We anticipate that approximately 300 employees will require an annual physical examination as described herein for School District bus drivers. The School District of Osceola County reserves the right to increase or decrease quantities of services required under this contract.

8.04 **CONTRACT PERIOD**

The INTENT of this RFP is to establish a contract for a base period of three (3) years. During which time the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. The contract will be subject to annual renewal for the duration of the base bid term, at the same terms and conditions, if mutually agreeable by both parties. Also, this contract may be extended at the conclusion of the base period for two (2) additional one (1) year periods at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by either party. The purchase of this service and listed options will be contingent upon available funding at the school level.

8.05 **COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

The School District of Osceola County is now Sharing Finger Print Data with other Districts, if your employee(s) have been finger printed by another School District they only need to register with our District. To do so, they must bring to the School District's Human Resources Department the following items:

1. Two (2) separate forms of identification.
 - a. One must be a State issued "photo" ID
2. Transaction Control (TC) number from the other County.
 - a. The individual will have to contact the school district where they were finger printed to obtain their TC number.

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

9.0 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 six (6) copies of the proposal be submitted along with the original proposal. {The "original" proposal shall be the only one with the "Pricing".} A standard 8-1/2" by 11" format is requested. No Three Ring Binders. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

9.1 Request for Proposal Form

The Request for Proposal Form supplied as Page One of this document must be completed and appear as the top sheet of the Proposal submitted.

9.2 Table of Contents

Include a clear identification of the materials by section and by page number.

9.3 Letter of transmittal – Limit to one or two pages and:

- A. Briefly state the vendors understanding of the nature and scope of service(s) to be provided for the District and the vendor's overall recommendation for the project. Include a description of services and staffing to be provided under this contract.
- 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.

9.4 Profile and Qualifications

Experience and Qualifications of the Vendor

9.4.1 Organization:

1. Vendor Name, Business Address, City, State, County, Zip Code.
2. Size and type of organization and number of years of business under its present business name.
 - a. If your organization is a Corporation, list the following; Date of incorporation, State of Incorporation, President's name, Vice President's name, Secretary's name and Treasurer's name.
 - b. If your organization is a partnership, list the following; Date of organization, Type of partnership (if applicable) and the name(s) of general partners.
 - c. If your organization is individually owned, list the following; Date of organization and name of owner.
3. Provide Resumes of those individuals who will have a direct role in the performance and supervision of this agreement. Please indicate the specific qualifications of each individual and the role they will play for the duration of the contract.

9.4.2 Certification:

1. Provide State of Florida Licensed Health Care Provider license/certification number and information outlining the training, certification, and/or licensing for personnel and staff involved in all aspects listed in this request for proposal.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

9.4.3 Experience:

1. List the categories of work that your organization normally performs with its own forces.
2. Claims and Suits: If the answers to any of the questions below are yes, attach detail.
 - a. Has your organization ever failed to complete any work awarded to it?
 - b. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 - c. Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years?
3. Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? (If the answer is yes, please attach details.)
4. List similar work satisfactorily completed and/or in progress, giving the agency name, address, contact person and phone number for which services were performed.
5. State total worth of work in progress and under contract.

9.4.4 References:

1. List trade references.
2. List bank references.
3. Include details of experience record showing the bidder's training and/or experience in performing similar work for government and/or other agencies.
4. Provide references from other Florida school districts or similar agencies for similar to that contemplated by this RFP, including contact persons' name, address, and phone number.

9.5 Statement of Work:

1. Hours of Operation: The District would prefer, in regards to service, "first-come-first-served". Vendor is requested to identify days and hours of operation during which services shall be performed and how District personnel shall be seen.
2. Location: The District would prefer a service location on District property. Those bidding this will be given higher points in the evaluation process. But other locations will be considered in Osceola County, with locations geographically closer to District sites receiving more consideration in the point process.
3. Equipment: Include a list of standard and specialized equipment on your site that will be used in performing the work proposed, including equipment to conduct audiometric test for individuals wearing hearing aids, if available
4. Insurance: Evidence of meeting insurance requirements as listed in the RFP Terms and Conditions.

9.6 Cost of Services

The proposer shall provide contractor fixed costs for completing the scope of services listed. This information shall be included and shall only be provided in the "Original" proposal package. The cost of services must only appear in the original proposal package and shall not be in the additional 6 copies. The pricing requested shall include: Cost per physical examination for School District employees holding a Commercial Driver's License using the form provide by the District, and Cost per physical for other School District employees using the form provide by the District.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

9.7 Additional Data

Since data not specifically requested must not be included in the foregoing proposal sections, give any additional information considered essential to the proposal in this section. If there is not additional information to present, state in this section "There is no additional information that we wish to present."

10.0 PROPOSAL EVALUATION PROCESS:

RFPs are received and publicly opened. Only names of respondents are read at this time.

The Evaluation Committee, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

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 11.0. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.

A selected group of Contractors may be required to make an oral presentation 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 11.2.

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 Contractors will be invited to make a fifteen (15) 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.

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.

The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent. The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

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

11.0 EVALUATION CRITERIA:

Each proposer will be ranked based on an analysis of the following based on the written proposal:

A maximum of 100 points will be awarded based upon the qualifications of the proposing contractor, including, but not limited to the following:

1. Proposers ability to meet all Technical Specification,
2. Vendors understanding of the nature and scope of services,
3. Experience and Qualifications of Vendor,
4. Approach to the Scope of Work

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

11.1 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. Proposers ability to meet all Technical Specification. Section 8.0	15 points maximum
2. Proposers understanding of the nature and scope of services. Section 9.3 (A, B & C)	15 points maximum
3. Experience and Qualifications of Proposers	
a. Organizational Section 9.4.1 (1,2&3)	10 points maximum
b. Certification Section 9.4.2 (1)	10 points maximum
c. Experience Section 9.4.3 (1-5)	20 points maximum
d. References Section 9.4.4 (1-4)	10 points maximum
4. Statement of Work Section 9.5	20 points maximum
5. Pricing (Required but not evaluated at this time)	0 points maximum

TOTAL NUMBER OF POINTS: 100 points

11.2 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>20 points maximum</u>
2. <u>Ability to provide scope of service</u>	<u>25 points maximum</u>
3. <u>Ability to meet required experience and qualifications</u>	<u>25 points maximum</u>
4. <u>Oral Presentation</u>	<u>10 points maximum</u>
5. <u>Pricing</u>	<u>20 points maximum</u>

TOTAL NUMBER OF POINTS: 100 points maximum

12.0 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 proposer(s) 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.

13.0 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.

14.0 LEGAL REQUIREMENTS:

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.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

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.

15.0 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.

16.0 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.

17.0 INSURANCE REQUIREMENTS:

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.**

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, with copies going to the Purchasing Department, who originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

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.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven (7) 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 FSS 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.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

In the event the contractor 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 contractor 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 \$2,000,000.00 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.

18.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

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 contractor, sub-contractor, 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 contractor in the performance of the work; or
- C. Liens, claims or actions made by the contractor or any sub-contractor or other party performing the work.

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

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.

19.0 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.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

20.0 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 unpatented 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.

21.0 SUB-CONTRACTS:

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in sub-contractors or sub-proposers require prior School District written approval.

22.0 INDULGENCE:

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

23.0 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.

24.0 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The 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.

25.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

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

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

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

26.0 POSSESSION OF FIREARMS: Possession of firearms will not be tolerated on School District property.

“Firearm” means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor’s agreement with the School District shall be terminated.

27.0 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.

28.0 FUNDING OUT/TERMINATION/CANCELLATION:

Florida School Laws (Section 237.161, 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.

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

Therefore, the following funding out 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.

“This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein.”

The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for “funding out”.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

29.0 BID PROTESTS

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.

- A. 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 one (1) percent of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00.
- B. 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." Alternatively, the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL 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.
- C. 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.
- D. 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.
- E. 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 OWNER shall retain such amount and sum.

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.

PHYSICALS FOR SCHOOL DISTRICT EMPLOYEES
RFP #SDOC 07-023 CJ

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

NAME (Typed)

TITLE

SIGNATURE

VENDOR NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER

E-MAIL ADDRESS