



The School District of Osceola County, Florida

Blaine A. Muse - Superintendent

817 Bill Beck Boulevard • Kissimmee, Florida 34744-4495
Phone: (407) 870-4600 • Fax: (407) 870-4010 • www.osceola.k12.fl.us

Request For Proposals **RFP# SDOC 07-077 NM**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until 2:00 p.m. on **March 28, 2007**. 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/RFP name, number and the opening date and time. All submittals must be 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/RFP, please contact the Purchasing Department at (407) 870-4630.

A Pre-Bid Conference is scheduled for **March 14, 2007**, 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 Qualifications 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/RFPs. Please be advised that other agencies may make use of the bid/RFP 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.

Board Meets First Tuesday of Each Month

DISTRICT-WIDE ACCREDITATION BY THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS

An Equal Opportunity Agency

THOMAS E. CHALIFOUX
DISTRICT NO. 2 KISSIMMEE
PHONE: (407) 846-0977

TOM GREER
DISTRICT NO. 4 KISSIMMEE
PHONE: (407) 892-8200

JOHN MCKAY
DISTRICT NO. 5 ST. CLOUD
PHONE: (407) 957-4056

DAVID E. STONE
DISTRICT NO. 3 KISSIMMEE
PHONE: (407) 933-2700

JAY WHEELER
DISTRICT NO. 1 KISSIMMEE
PHONE: (407) 390-0505



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

REQUEST FOR PROPOSALS
RFP #SDOC 07-077 NM

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

NAME OF RFP: RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

SIGNATURE: _____ DATE: _____

TYPED SIGNATURE: _____ TITLE: _____

REQUIRED BID/RFP SUBMITTAL CHECKLIST:

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

- X **Drug Free Workplace Certification**
- X **Insurance Documentation as specified in RFP**
- X **List of References**
- X **Financial Statement**
- X **Business Resume**
- X **Additional Submittals specific to this RFP may also be required. See RFP for details.**
- X **PDF file of written response**

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

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

**DRUG FREE WORKPLACE
CERTIFICATION FORM**

RENTAL OF TYPE II B. RELOCATABLE CLASSROOMS
SDOC 07-077 NM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFPs, 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/RFP 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

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID/RFP REPLY ENVELOPE.

Failure to do so may result in your Proposal's delivery being delayed.

Cut out the Label below and attach it to your envelope.

DO NOT OPEN * SEALED BID * DO NOT OPEN

SEALED BID NUMBER: _____ SDOC 07-077 NM _____

BID TITLE: RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS

BID TO BE OPENED ON _____ AT _____ P.M.

BID ENCLOSED ____

“NO BID LETTER” ENCLOSED _____

Deliver To: The School District of Osceola County, Florida
PURCHASING DEPARTMENT
817 Bill Beck Blvd., Building 2000
Kissimmee, FL 34744-4495

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

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

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

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

Organization Name _____ **SDOC 07-077 NM**
Bid Number _____

Names and Titles of Authorized Representative(s) _____

Signature(s) _____ Date _____

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

**REQUEST FOR PROPOSAL (RFP)
REQUIRED RESPONSE FORM**

TITLE: **RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS**

BID NUMBER: **SDOC 07-077 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 or firm'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.

SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
SDOC 07-077 NM
RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS
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SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS

1.0 INTRODUCTION:

1.01 Background:

The School Board of Osceola County, Florida (The "District") is requesting written proposals from interested parties for RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS. It is anticipated that the Evaluation Committee (the "Committee") will review the proposals received in response to this Request For Proposal (RFP), conduct any Oral presentations as deemed necessary, and will make recommendations to the School Board's Superintendent for the selection of a firm(s) to provide the services herein addressed.

The Committee reports to the Purchasing Department. The Committee may be comprised of the following District staff members: Executive Director of Contract Services, Health and Safety Specialist, Foremen from Maintenance, Chief Building Inspector and/or others as deemed appropriate.

1.02 General Information about the District:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 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 of Schools is responsible for the administration and management of the schools and it's 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 2006-2007 school year totals \$822,398,282.75, including an operating budget of \$407,748,859.27, and a capital budget of \$280,544,559.07. The District operates thirty-six schools, which includes nineteen 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 twelve alternative educational sites, and ten charter schools. The total full-time K-12 enrollment of public school students as of October 2006 is 51,160. Growth is projected to continue in the future at an average of 3000 students per year.

1.03 Contract Term:

The District is seeking to retain a firm or firms who are licensed to do business in the State of Florida, in the area of Rental of Type II B Modular Classroom. The base period of this contract will be five (5) years and, if mutually agreeable by all parties in writing, the contract may be renewed for two (2) one (1) year periods at the same terms and conditions. In no event will the total term (base and renewal periods) exceed seven (7) years.

The estimated dollar amount that could be spent during this base period of twelve (12) months for the rental/lease of the units herein specified is approximately 1 million dollars. Please note that this is an estimate only and in no way obligates the School Board to rent/lease this amount. This estimate is intended as a guide in submitting your bid. The actual quantities purchased under this contract may be more or may be less.

SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS

1.04 Scope of Services:

The selected firm(s) will be required to provide Type II-B Modular Classrooms to the District (schools and/or departments) for Rent/Lease on an "as-needed-basis". The following is an overview of what is required in this Scope of Services. It must be noted that these are the minimum requirements.

1. **FABRICATION & DELIVERY:** The awarded firm will fabricate (or have fabricated) from the schematic drawings and specifications provided by this School Board [see attached drawings (A101, AD-1 & AE-1)], deliver and set in place (or have delivered and set in place) in accordance with the latest edition of the Florida Building Code, the State Requirements For Educational Facilities (SREF) and Terms and Conditions, and specifications of this document, or approved revisions thereof, of the modular units herein addressed. Firm will prepare the foundations [if needed] for the unit(s) and set the unit(s) complete, including proper tie downs when applicable, on these foundations on the District's site(s). Other parties will make utility connections. No site preparation or site finish work of any kind is to be included in the pricing. The site will be reasonably level and accessible to the firm's equipment, and of a sufficient density to permit operations thereon. All work is to be done in accordance with the latest edition of the Florida Building Code, SREF, and the specifications herein attached.
 2. **Item(s) that could be Rented** – The Relocatable Modular Classroom.
 3. **Type of Construction** – Under 2004 Florida Building Code Type II-B.
 4. **Rental Agreement Documents** – Attachment "A" is the Rental Agreement that the School District has developed for the rental of these structures; i.e., portable or modular units, etc. The District may consider modifications to this Rental Agreement. However, the District reserves the right to reject any requested modifications to the Agreement.
 - a. Bidder's suggested changes to the Rental Agreement Documents shall be submitted to the District with their proposal. It must be noted that vendors requesting changes to the Agreement, may receive less points during the evaluation period.
 5. **Term of Rental(s)** – Depending on the style to be rented, the term may vary depending upon the District's needs at the time of rental.
 6. **Number of Term Rentals** – During the contract period, as specified in section 1.03, the number of Rentals entered into by the District may vary depending solely on the District's needs. At this time, the District cannot calculate with any certainty, how many rental units would be needed during the contract period.
 7. **Equipment Title** - The District may take title to the equipment at the end of the rental term with a "buy-out," may return the equipment with no other obligations at the end of the rental term, may return the equipment for a replacement, or may continue the rental of the unit(s) at the same monthly rent or at a new negotiated price. The financing is a full payout contract with a buyout sum at the end of the payment term.
- ✓ **DCA/CRA Approval Numbers** - Awarded firm shall have a DCA/CRA approval number on every page of plans. Supplied units shall sit no more than 10" above grade, and units shall be able to sit, at a maximum, 6" apart. Classrooms units could be used as a "stand alone" unit or combined to form clusters. Each unit delivered to the District shall include:
- 8" X 10" X 3" deep, Lockable Box,
 - A complete set of Plans [8" X 10"],

SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS

- A copy of the complete inspection report from the Third Party Inspectors at the Factory, and
- A DCA SREF Insignia located on the inside of the electrical panel cover.

Units shall **not** be supplied with Fire Extinguishers; District will provide.

If during the term of the contract, changes in the specifications are required by the District, Department of Education, the Florida Building Code, or any regulator agency, the District reserves the right to request the awarded vendor(s) make the changes to the classrooms and to negotiate the addition or deduction in the cost of the units. All changes shall be in writing by an authorized representative of the District. During the course of the contract, alternative modular buildings maybe required for other than classroom use. The awarded vendor(s) and the District may enter into negotiations for the purchase for these special units.

10. PERMITS & APPROVALS: It shall be the responsibility of the District to arrange for any and all permits, local governmental approvals, certificates of occupancy compliance or any other local requirement for the installation of the units herein described. This includes any responsibility for arrangements or costs associated with installation or connection of any utility services, which should be the responsibility of the District. It is the responsibility of the awarded firm for all arrangements, permits or costs associated with the moving of the units.
11. APPROVED DRAWINGS: The awarded firm shall have complete, signed and sealed by an Architect (licensed in the State of Florida) drawings, of the units bid, as required to comply with the above codes and certifications requirements; a copy of the drawings, stamped APPROVED by CRA as having met the DCA requirements for the *State Requirements for Educational Facilities*, shall be submitted to the District for final approval, together with other shop drawings and specifications as may be required by the District, along with color selections, etc. No fabrication or other work shall commence prior to the receipt of the District's approval. Drawings shall be DCA approved along with the CRA approval stamp adhered to the drawings.
12. ASBESTOS: The awarded firm shall certify that the units being supplied **do not** contain any asbestos. Certification shall be submitted to District prior to final inspection.
13. NEW UNITS: When the District is requesting "new" units, the awarded firm shall warrant that the units being supplied are "NEW" (unused) units. The firm further warrants the units to be free from defective workmanship and material for a period of three (3) year from acceptance by the District.
14. USED UNITS: If the District is requesting "used" units, the awarded firm shall warrant that the units to be free from defective workmanship and material for a period of one (1) year from acceptance by the District.
15. DATA PLATES: The awarded firm shall provide on each unit, at a location to be agreed upon with the District, a permanent identity data plate, which contains the information required under 9b -1.030.
16. INSPECTIONS: The awarded firm shall provide certifications to the District, from a Third Party Inspection Agency, as defined in 9b-1.002, that each building has been inspected and is in compliance in all respects with the requirements of SREF, this document, all pertinent fire and life safety codes, and the approved sealed drawings, insofar as unit fabrication is concerned. A qualified person, as a building inspector under part XII of Chapter 468, Florida Statutes shall conduct all required building inspections. A qualified person, as a Fire Safety Inspector under Chapter 633, Florida Statutes, shall conduct all required plan reviews and

SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS

inspect each unit. Said inspection certifications shall include the unit's serial number(s), date of manufacture, and shall be presented to the District prior to application for final inspection.

17. QUALIFICATION OF FIRM(S): The awarded firm shall be experienced in the construction of and the handling of modular buildings. Firms must be properly licensed State Certified Building Contractors, State Certified General Contractors, or properly qualified "Registered" contractors in same categories, with current certifications by the State of Florida, all in accordance with Florida State Statutes, Chapter 489, part 1, July, 1979, as amended. Bidders must show, on the outside of the RFP envelope, their current Certification or Registration Number, as issued by the Florida Construction Industry Licensing Board. Envelopes, which are not so marked, may not be opened, or, if opened erroneously, may not be considered.

It is intended that the Classrooms be fabricated by a manufacturer who has previously been given a certification as an approved builder of commercial (non-housing) structures under the provision of the Florida Manufactured Building Act, Chapter 553, FZS, and delivered to the District's site for installation and erection by the awarded firm, or their agent, in accordance with manufacturer's standard instructions. Each bidder shall state in his response to the RFP the name of the manufacturer, the current approval number of the plant, as established by the DCA, State of Florida.

18. PRICING OF UNITS / SERVICES

The District requests pricing in three (3) areas:

- Area 1) "Monthly Rental" Fees on a "standard" 24' X 36' unit with and without restrooms (both) for Type II-B,
- Area 2) Delivery Fees, Installation Fees [Spotting, Set-Up {Blocking & Tie-Down}, and Trim Out], Teardown, and Removal Fees. {The District is expecting a fee for each of the items listed.}, and
- Area 3) Purchase Price for "Skirting" material. (Per Square Foot Price.)

19. EVALUATION OF PRICING

Evaluation of the Pricing portion of the bid, will be based on the Type II-B, standard unit {size 24' X 36'}, both "wet" and "dry". The pricing shall include all the necessary fees:

1. Monthly Rental fee based on the following information:
 - The Rental Term of six (6) years (72 months), and
 - The "buy-out" amount of \$500.
2. All Delivery, Installation, Teardown and Removal (Return) Fees.

Bidders may bid other combinations of rental terms and units i.e., 3 years with a different buy-out amount, 5 years with a different buy-out amount, 10 years with a different buy-out, and so on. However, bidders must submit pricing on the six (6) year term with the \$500 buy-out to be considered responsive. Bidders are also encouraged to bid other options; i.e., rental of ramps & steps, as an example.

End of Section

Title: RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS
BID #: SDOC 07-077 NM
GENERAL TERMS & CONDITIONS

2. **GENERAL TERMS & CONDITIONS**

I. **PREPARATION OF BIDS:**

- a) ***Bidder's Liability:*** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the bidder to make the necessary examinations and investigation, visit appropriate site locations and become familiar with ALL locations covered under this bid, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the District or for paying additional compensation to the Awarded Firm. Failure to do so is at the Awarded Firm's risk. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.
- b) ***Submittal of Bids:*** **BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** A return address label may be provided with your bid invitation packet and if it is, it should be affixed to the outside of your envelope identifying it as a ***sealed bid***. Any company or firm not responding to this request with either a bid or a "NO BID" *may be removed from the active bidders list.*
- c) ***Receipt of Bids:*** The Purchasing Department is not responsible for timely delivery of the U.S. or private courier mail. 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. **LATE BIDS WILL BE REJECTED.**
- d) ***Minimum Required Documents:*** The following documents must be returned with your bid proposal to be considered responsive:
- i. Complete and executed Invitation To Bid form,
 - ii. Completed *Bid proposal* Form, and
 - iii. All items checked required on Submittals Checklist form included with the bid.
- e) ***Forms:*** All bids must be submitted on and comply with the bid forms provided. If additional space is required, the bidder may submit an attachment, which will become part of the bid response. The Invitation To Bid ***must*** be executed by the owner or authorized officer/agent of the company or firm submitting a bid or the bid may be rejected. Telegraph, Facsimile (FAX) or email bids will not be considered unless addressed in the **Special Conditions.**

- f) ***Quoted Prices:*** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity's unit price. When a total group price of two or more distinct items is requested, the Purchasing Department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
- g) ***Proposal Organization:*** Bidders are expected to organize their bid proposals in such a manner as to facilitate the evaluation process. Bid proposals should be keyed or indexed to correspond with this bid solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Invitation To Bid** or **Request For Proposal** being addressed. District staff will make a reasonable effort to locate information in the bid proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possible resulting in a loss of appropriate point credit or complete rejection of your bid proposal.

II. **INQUIRIES / INFORMATION:**

Any questions by prospective bidders concerning requirements of this bid should be addressed to the buyer whose name appears herein or to individuals specifically named in the **Special Conditions** of the bid. The buyer will assist vendors and answer questions to the best of his or her ability. Questions of a technical nature may be referred to other individuals by the buyer for an appropriate response as deemed necessary. Requests for interpretation of the bid or additional information should be communicated to the buyer in writing no later than seven (7) working days prior to the scheduled bid opening. Requests for information relating to bids in process will be addressed without delay when such information has a *material* effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, *lists of vendors solicited, pre-bid conference attendees, firms who have picked up plans and specifications, historical bid data, or bid tabulations* within forty-eight (48) hours from receipt of a request. Vendors may also obtain this information in person, but we respectfully request that you notify the buyer in advance to allow him or her ample time to compile the information for you before you arrive.

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III. ACCEPTANCE AND WITHDRAWAL OF BIDS
A bid (or amendment thereto) will not be accepted by the Purchasing Department after date and time specified for the bid opening, nor may a bid (or amendment thereto) which had already been opened in public be withdrawn by the bidder for a period of sixty (60) calendar days after the bid opening date and time, unless authorized by the Purchasing Department. By written request to the Purchasing Department, the bidder may withdraw from the bid process and ask to have their sealed bid proposal returned at any time prior to the closing date and time for the receipt of bid proposals.

IV. AMENDMENT & CANCELLATION:
The Purchasing Department reserves the right to cancel, recall and/or reissue all, or any part, of this bid or request for proposal, at any time.

V. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:
The District expressly prohibits bidders from making any offer of employment or any other offering of value to any employee of the District who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid. The only exception to this rule would be for items, which bear product logos, and other forms of advertising specifically intended for promotional purposes.

VI. QUALIFICATIONS OF BIDDER:
Bids will be considered only from Companies or Firms, who are normally engaged in services requested herein and whose actuaries assigned to this contract are designations by the Society of Actuaries, Casualty and Actuarial Society, American Academy of Actuaries, or similar credentials. The bidder must have adequate organization, facilities, and personnel to ensure prompt and efficient services to the District. The Purchasing Department expressly reserves the right to reject any bid proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the bidder, compared to work proposed, justifies such rejection.

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

VIII. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:
The District reserves the right to retain all copies of the bidders' proposals and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the District pursuant to

invitations to bid or requests for proposals may only be kept confidential until such time as the District provides notice of a decision or intended decision or within ten (10) days after the bid or proposal opening, whichever is earlier. In the event the District rejects all bids or proposals and the bid is reissued, the period of confidentiality is extended. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the bid documents could be detrimental to its business, the vendor should notify the District and site the governing statute, which exempts such material from public scrutiny.

IX. SUBCONTRACTING:
The bidder must describe in their bid proposal, all responsibilities that the bidder anticipates assigning or subcontracting, identify all the sub-contracted Firms and also describe how the bidder will manage these sub-contracted Firms. The vendor will be held directly responsible and liable for the actions of all of its sub-contracted Firms and the actions of its sub-contracted Firms' employees.

X. INTELLECTUAL PROPERTIES:
Any discovery, invention or work product produced under this contract shall be the sole and exclusive property of the District. The bidder surrenders any and all claims of any kind, type or nature, including but not limited to patent rights, copyrights and rights in data, developed under this contract.

XI. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:
Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 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 an Awarded Firm, supplier, sub-contracted Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

XII. PROPOSAL PREPARATION COSTS:
The costs to develop the bid proposal are entirely the responsibility of the bidder, and shall not be charged in any manner to the District. This includes, but is not limited to, the direct cost of the bidder's personnel assigned to prepare the bidder's response to the solicitation and any out-of-pocket expenses (including, but not limited to, travel accommodations, supplies) incurred by the bidder in preparing their bid proposal.

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XIII. VARIANCE TO BID DOCUMENTS:

For the purpose of the bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the bidder's proposal, it shall be construed that the bid proposal submitted fully complies in every respect with our bid documents.

XIV. ADDENDA TO BIDS IN PROCESS:

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid, which have a material effect, will be documented and communicated to the bidder **only by written addenda**. Verbal responses to the bidders' questions do not constitute an *official* response unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the **Bid Proposal Form** or by returning a copy of the signed addendum along with your bid proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your bid proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted unless addressed in the **Special Terms & Conditions**.

XV. FLORIDA STATE CONTRACTS AND FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

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

XVI. BID QUANTITIES:

Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities, which will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it, the District, deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

XVII. METHODS OF AWARD:

Award of this contract shall be based on the committee evaluations of written the responses and oral presentations (interviews); the company/firm evaluated best by the committee, recommended by the Superintendent, and approved by the Board, shall be awarded this contract.

XVIII. TAXES:

Purchases are exempt from ALL Federal excise and State sales tax.

XIX. FISCAL NON-APPROPRIATIONS CLAUSE:

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

XX. ERROR AND OMISSIONS:

In the event an error or obvious omission is discovered in a bidder's proposal, either by the Purchasing Department or the bidder, the bidder may have the opportunity of withdrawing their bid, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the Purchasing Department's discretion, to support the validity of such a request. This privilege shall not extend to allowing a bidder to change any information contained in their bid proposal; however, in the event of a minor omission or oversight on the part of the bidder, the Purchasing Department (or designee) may request written clarifications from a bidder in order to confirm the evaluator's interpretation of the bidder's response and to preclude the rejection of their bid, either in part or in whole. The Purchasing Department will have the authority to weigh the severity of the infraction and determine its acceptability.

XXI. BASIS OF AWARD OF BIDS:

When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible bidder(s) to the Board. A "Responsive" bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid. A bidder who substitutes its standard terms and conditions for the District's, or who qualifies its bid in such a manner as to nullify or limit its liability to the District will be considered non-responsive. A "Responsible" bidder is defined as one who is able to satisfactorily perform the work described in the invitation to bid or request for proposal. The District may apply all or any part of the following criteria to measure a bidder's degree of responsibility:

- Size of company or firm,
- District's past experience with company or firm,
- Financial status of company or firm,
- Capabilities of company or firm,
- Labor relations,
- Internal procedures of the company or firm,
- Bonding capacity,
- Reputation of company or firm among its peers,
- Customer references,

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- Service after the sale,
- Facilities and reserve facilities,
- Location of company or firm,
- Location of service facilities,
- Professional credentials, and
- Experience in specific tasks.

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. With Request For Proposals, where a point and ranking system is used to make the vendor selection, the Superintendent will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Superintendent (or designee) shall be solely responsible for determining the acceptability of a bid.

XXII. REJECTION OF BIDS:

The purchasing department may reject a bid if it is non-responsive or the bidder is determined to be not responsible. A bid is not officially rejected until the School Board approves the recommendation. Bids may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all bids received.

XXIII. NOTICE OF INTENT TO AWARD:

Once bids have been evaluated and a recommendation for award has been made to the Superintendent by the Purchasing Department, a *Notice of Intent to Award* will be posted in a conspicuous location at the Purchasing Department, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida. Any person who files an action protesting the bid specifications or a decision or intended decision pertaining to the bid pursuant to Florida Statute 120.57(3)(b), shall post with the Purchasing Department at the time of filing the formal written protest, a bond payable to the District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company or firm check, money order or U.S. currency would be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges, which shall be included in the final order, or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the District all costs and charges which shall be

included in the final order of judgment, excluding attorney's fees.

XXIV. NOTIFICATION OF BID AWARD:

After the Board awards a bid, the Purchasing Department will issue an official award letter to the awarded vendor(s).

XXV. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

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

XXVI. PRESS RELEASES AND PUBLICITY:

The bidder, its officers, directors, employees, representatives, and agents shall make no announcements or news releases pertaining to either the participation in this bid or the award of this contract; its representatives or agents without prior written authorization from the Purchasing Department.

XXVII. ASSIGNMENT OF CONTRACT:

The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the District.

XXVIII. LICENSES AND PERMITS:

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

XXIX. LIMITATION OF LIABILITY

The bidder guarantees to indemnify and save the School District of Osceola County, its agents and employees, harmless from liability of any nature or kind for use of any copyrighted or non-copyrighted materials, secret process, patented or un-patented inventions, articles or appliances, furnished or used in performance of the contract for which the Awarded Firm is not the patentee, assignee or licensee.

XXX. STANDARDS OF CONDUCT:

Vendors awarded a contract will be held to the same standards of conduct as employees of the District while conducting business with the District. These standards, as defined in School Board policies, will apply not only to

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employees of the vendor, but also to the employees of its sub-Awarded Firms.

XXXI. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence must reference the District's purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

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

To ensure timely payment, all original invoices should be submitted to the Accounts Payable Department, the School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A minimum of **forty-five (45) days** is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. Invoices associated with a SCHOOL purchase order should be submitted directly to the school for payment. **Do not send invoices associated with school purchase orders to the Accounts Payable Department.** 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.

XXXII. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the District terminating a contract, the Purchasing Supervisor will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Purchasing Supervisor feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of ten (10) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the ten (10) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective ten (10) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance. In the case of termination, only the portion of the contract satisfactorily

performed before the date of termination will be due and payable to the vendor.

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

XXXIII. RENEWAL OF BIDS:

Unless otherwise specified in the Special Conditions section, bids may be renewed for one (1) term equal to the original bid term, or for two (2) successive one (1) year periods, whichever is greater, under similar terms, conditions and specifications as the original bid.

XXXIV. ACCESS TO RECORDS:

The District, a Federal grantor agency, the Comptroller General of the United States, the Auditor General or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, Awarded Firm or sub-contracted Firm which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

XXXV. EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)):

All vendors, Awarded Firms and sub-contracted Firm must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (43 CFR Chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the District and their Awarded Firms or sub grantees.) (Applies only if checked on Invitation to Bid form, page 1.)

XXXVI. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)):

All vendors, Awarded Firms and sub-contracted Firm must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and sub grants for construction or repair.) (Applies only if checked on the Invitation to Bid form, page 1.)

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XXXVII. DAVIS-BACON ACT (34 CFR 80.36(i)(5)):

All vendors, Awarded Firms and sub-contracted Firm must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Contract contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.) Applies to construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation.) (Applies only if checked on Invitation to Bid form, page 1.)

XXXVIII. RECORDS RETENTION (34 CFR 80.36(i)(11)):

All vendors, Awarded Firms and sub-contracted Firm must retain all records pertaining to this contract for five (5) years after the District makes final payments and all other pending matters are closed.

XXXIX. CLEAN AIR AND WATER ACT (34 CFR 80.36(i)(12)):

All vendors, Awarded Firms and sub-contracted Firm must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15). (Applies to contracts, subcontracts, and sub-grants of amount in excess of \$100,000.)

XXXX. VARIANCE IN CONDITION:

Any and all Special Conditions and specifications attached hereto, which vary from these **General Terms & Conditions**, shall have precedence.

End of Section

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3. INSTRUCTIONS TO PROPOSERS:

- .01 Proposals must be submitted in a sealed container, clearly identified as RFP for **RENTAL OF TYPE II B, RELOCATABLE CLASSROOMS**. Sealed proposals will be received until 2:00 p.m. (local time) on **March 28, 2007** in the School District Purchasing Office at the address shown in Section 3.09. 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.
- .02 One manually signed original (with "Pricing"), nine (9) photocopies (without "Pricing"), and one (1) CD or diskette containing a PDF file of the original proposal must be submitted. "Pricing" shall be submitted in a separately sealed envelope with the "original" proposal.
- .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.
- .04 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- .05 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- .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.
- .07 Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the District.
- .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.
- .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, Purchasing Department
The School District of Osceola County, Florida
817 Bill Beck Blvd. Building 2000
Kissimmee, Florida 34744

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

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4. TIME SCHEDULE:

ANTICIPATED SCHEDULE OF EVENTS:

February 22, 2007

March 14, 2007 at 9:00 AM

March 28, 2007 at 2:00 PM

April 4, 2007

April 18, 2007

April 19, 2007

May 1, 2007

Issuance of RFP

Pre-Bid Conference

RFP Opening

Evaluation

Oral Presentations

Posting of Recommendation

School Board Award of Contract

5. AWARD:

- .01 The District reserves the right to accept or reject any or all proposals.
- .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.
- .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.
- .04 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- .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.
- .06 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board, from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.
- .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.

6. TERM OF CONTRACT:

The base period of this contract shall be five (5) years and, if mutually agreeable by all parties in writing, the contract may be renewed for two (2) one (1) year periods at the same terms and conditions. The awarded firms(s) will be notified when the Board has acted upon the recommendation. All costs in the proposal for this service shall be firm for the term of this contract, or as herein addressed. The awarded firm(s) agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation/termination provisions of paragraph 12 of the RFP.

7. RFP INQUIRIES:

- .01 Potential firms may submit written questions by facsimile (FAX) or email [mcdonaln@osceola.k12.fl.us], 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

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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 by facsimile, email, internet, or US Mail.

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum. Addenda shall be numbered consecutively and initiated by the Purchasing Supervisor. 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.

- .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.

8. LOBBYING:

- .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.**
- .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.**
- .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.**

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 **nine (9)** copies of the proposal be submitted along with the original proposal, and one (1) CD or diskette containing a PDF file of the contents of your original proposal. {The "original" proposal shall be the only one with the "Pricing".}

- .01 **Title Page:** Show the RFP title, the name of the proposer, address, telephone number and the date.
- .02 **Table of Contents:** Include a clear identification of the material by section and by page number.
- .03 **Letter of Transmittal (Limit to two pages):** (mandatory): A narrative letter, which profiles the background, experience and qualifications of the Firm, including a clear delineation of its in-house capabilities from those that are outsourced. This letter should also contain a concise statement of your auditing philosophy, the method(s) or process you use for developing strategies/goals and how you currently measure the effectiveness or your efforts. Conclude with a brief description of all lawsuits that are pending/filed against the proposer over the last three years.
- .04 **Request for Proposal:** (Required Response Form, page 2 of RFP) with all required information completed and all signatures as specified.

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- .05 **Profile and Qualifications:** (10 Points)
Identify the creative team that will be responsible for developing and executing these services. Provide a detailed resume for the creative team and staff you intend to use for this contract. Indicate the specific individual who would serve as the day-to-day contact and be responsible for the work product of the proposer and where they would be located. Include professional qualifications of the staff to be assigned to this District.
- .06 **SIMILARITIES:** (25 points): A listing of major projects your firm has been responsible for since June of 2002 that were performed for similar clients. (Similar may refer to size of company or firm/school district represented, operating budget, etc. as well as the size of the project(s).)
- .07 **WORKLOAD:** (5 points): An executive summary of all major accounts currently under contract or anticipated for 2007/2008.
- .08 **APPROACH:** (25 points): Clearly describe the approach to be used in providing the services described in paragraph 1.04. Include: the timelines of the construction of the Modular Classrooms, the staff that you would utilize and their availability and role in the proposed project, your plans for the success of the project(s), your quality control procedures, and the role of your team in communicating/coordinating effectively with others involved in the District.
- .09 **PROGRAM REFERENCES:** (20 points): Three references for similar projects in scope and size are required. All references shall be recent (within the past three years) and be verifiable. At least two (2) references should be a nonprofit client. Referenced clients should be able to attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, creativity and ability to perform the services herein addressed. Each reference shall include the following: Client's name, address, contact person, contact phone number (and/or Email), budget, and dates (begin and end).
- .10 **FINANCIAL RESPONSIBILITY** (5 points): Provide appropriate documentation that evidences the financial viability of the company or firm, including your corporate or organizational structure, to perform the services as outlined herein. The most recent three years of audited financial statements is preferred. **(Please note: One set of financials in a separate envelope is preferred, with only a listing of its contents in this section.)** Upon award recommendation or twenty (20) days after opening, whichever is earlier, any material submitted in response to this request for proposals will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers, who wish to claim exemptions, must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The District reserves the right to make any final determination of the applicability of the Public Records Law.
- .11 **PROOF OF INSURANCE:** (mandatory): Proof of your company or firm's insurance (as required in paragraph 18) or submit a letter of your intention to have the required insurance within ten days of notification by the District.
- .12 **Modifications to Rental Agreement:** The District may consider modifications to Rental Agreement. However, the District reserves the right to reject any requested

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modifications to the Agreement. Bidder's suggested changes, to the Rental Agreement Documents, shall be submitted with their proposal. It must be noted that bidders requesting changes to the Agreement, may receive less points during the evaluation period. (See paragraph 11.04.)

- .13 **COST OF SERVICES:** (15 points [**when evaluated**]) The bidders shall provide the District with a firm fixed cost for their "proposed" services as addressed herein.

10. PROPOSAL EVALUATION PROCESS:

- .01 RFPs are received and publicly opened. Only names of respondents are read at this time.
- .02 The Evaluation Committee, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- .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, paragraph 12. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.
- .04 A selected group of firms may be invited 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 herein; see paragraph 11.03. Evaluation Criteria shall include, but not be limited to: Knowledge of the industry, firm's ability to provide this service, and how the presenters presented themselves. Firms shall also provide the District with an electronic copy of any handouts or other documents provided the Evaluation Committee.
- 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.
- .05 The District 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.
- .06 The Purchasing Department will prepare and submit a recommendation to the Superintendent.
- .07 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- .08 The School Board will award or reject any or all proposal(s).

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11. EVALUATION CRITERIA:

- .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:
 - a. Qualifications and Experience of staff,
 - b. The quality of the work as evidenced by references for similar work from other Florida School Districts or similar agencies,
 - c. Approach to services,
 - d. References,
 - e. Financial Responsibilities, and
 - f. Modifications to Rental Agreement.

- .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. Profile & Qualifications (paragraph 9.05)	10 points maximum
2. Similarity (paragraph 9.06)	25 points maximum
3. Workload (paragraph 9.07)	5 points maximum
4. Approach (paragraph 9.08)	25 points maximum
5. References (paragraph 9.09)	20 points maximum
6. Financial Responsibility (paragraph 9.10)	5 points maximum
7. Modifications to Rental Agreement Documents (Section 10.12 & 11.04)	10 points maximum
8. <u>Pricing (Required but not evaluated at this Time)</u>	<u>0 points maximum</u>
TOTAL NUMBER OF POINTS:	100 points

- .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 Modular Classroom 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>
TOTAL NUMBER OF POINTS:	<u>100 points maximum</u>

- .04 Firm's Rental Agreement Modifications:

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The proposer, who agrees in whole to the District's Rental Agreement, shall receive a maximum of 10 points. The guidelines for rating the changes are as follows:

1. No changes in the Agreement – 10 points.
2. Non-Substantive changes in the Agreement – 5 to 9 points.
{Clarification of an existing Agreement without changing intent}
3. Substantive changes in the Agreement – 0 to 4 points.
{Requested modification that changes the intent of the Agreement}

The District reserves the right to determine the points to be awarded in this area as in all the areas in this RFP

12. AWARDING OF PROJECTS:

In regards to the Awarding of Projects, the District to go to the highest ranked bidder/proposer first with the number of units needed and with the required "delivery" date(s), and if the highest ranked bidder cannot deliver all of the units at the required delivery date(s), then the District will go to the next highest ranked bidder for those units that the highest ranked bidder could not deliver and obtain delivery date(s) for the balance of units, if the second highest bidder can not supply the total balance, then the District can go to the next bidder, and so on until the District has commitments on all the needed units

13. 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 Board for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

The District reserves the right to terminate this contract without cause at any time by giving a forty-five (45) day written notice to the awarded firm. This written notification will thereafter release the School Board of all further obligations in any way related to the services covered herein.

14. 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.

15. LEGAL REQUIREMENTS:

- .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.
- .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.

16. 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.

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17. 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.

18. INSURANCE REQUIREMENTS:

.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.**

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

.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.

.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 \$1,000,000.00 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:

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_____(Company or firm Name) does not own any vehicles. In the event, we acquire any vehicles throughout the term of this contract agreement,

_____(Company or firm Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of the acquisition.

D. PROFESSIONAL LIABILITY: If the awarded bidder is using an architect or engineer in the design of the proposed units, then he 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 \$1,000,000.00 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.

19. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

- .01 Awarded proposers shall, in addition to any other obligation to indemnify the School Board 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 there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Awarded Firm, sub-contracted Firm, 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 sub-contracted Firm or other party performing the work.
- .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 sub-contracted Firm under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- .03 Any costs or expenses, including attorney's fees, incurred by the School Board to enforce this agreement shall be borne by the proposer.

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

20. 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 in the time and manner provided in Chapter 119, Florida Statutes.

21. LICENSES:

The proposer(s) will be responsible for obtaining any necessary 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.

22. 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.

23. SUB-CONTRACTS:

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

24. INDULGENCE:

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

25. 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.

26. PUBLIC ENTITY CRIMES:

- .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 Awarded Firm, supplier, sub-contracted Firm, 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.

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- .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.

27. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

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

28. AGREEMENT:

The RFP, the proposal, negotiated terms, and the purchase order will constitute the complete agreement between the proposer and the District. If the proposer requires an additional contract, then the proposer should include their sample contract as an attachment to the proposal submitted for review. The District is not obligated to accept any of the terms and conditions in the proposed, sample contract.

29. 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.

30. FUNDING OUT/TERMINATION/CANCELLATION:

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.
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.
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 written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and

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- 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".

31. PERFORMANCE AND PAYMENT BOND

The awarded vendor shall furnish a surety bond(s) as security for faithful performance of order(s) awarded as a result of this bid, and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Surety of such bond shall be in an amount equal to the order. The attorney-in-fact who signs the bond must file with the bond certificate an effective dated copy of power of attorney.

Under no circumstances shall the awarded vendor start work until he/she has supplied to the District a Performance Bond.

32. 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.

33. 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, 2005**, 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 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. Alternatively, interested parties may visit the District's Purchasing Department's web site, www.osceola.k12.fl.us/depts/purchasing, to view tabulation/evaluations sheets of the bids.

34. 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.

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

36. 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.

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37. Document files may be examined, during normal working hours, ten (10) days after proposals have been opened.
38. **TOBACCO FREE**
The School District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.
39. **SCHOOL SECURITY:**
Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the bidder (awarded firm) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the District:
1. **Unauthorized Aliens.** The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
 2. **Possession Of Firearms.** Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "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 devise, or any machine gun. Powder actuated construction nailers and fasteners are excluder from this definition.
 3. **Criminal Acts.** Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
 4. **Possession/Use/Under The Influence Of Mind Alerting Substances.** Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is

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under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.

5. Compliance With The Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

40. VENDOR EMPLOYEE REQUIREMENTS

1. All employees assigned by the Awarded Firm to the performance of work under this contract shall be physically able to do their assigned work. It shall be the Awarded Firm's responsibility to insure that all employees meet the physical standards to perform the work assigned.
2. The personnel employed by the Awarded Firm shall be capable employees, age 18 years or above, qualified in this type of work. The Awarded Firm shall exhibit the capability to operate with a minimum of supervision.

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

3. The Awarded Firm's employees shall be required to dress neatly, commensurate with the tasks being performed.
4. All our schools are smoke free. Smoking on school grounds is prohibited.
5. The Awarded Firm shall provide the School District's Representative(s) within ten days of the start of the contract, a list of all Awarded Firm employees assigned to work on the School Board premises. The employee list shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Similar data shall be submitted for all new hires. The Awarded Firm shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the School District's Representative(s) immediately upon their effective date.
6. It is the Awarded Firm's responsibility to see that every employee on the Awarded Firm's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Awarded Firm's responsibility to inform the School District Representative(s) of all new employees, working under this contract, promptly at time of employment.
7. The Awarded Firm shall require employees to be dressed in their work attire when reporting for duty. Break areas are restricted to designated space within the building. Designated

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- areas for lunch breaks can be used by Awarded Firm personnel. Office areas in all buildings are off-limits for designated break periods. The School District's Representative(s) will identify the exact locations in each building where breaks can be taken.
8. The Awarded Firm shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
 9. The Awarded Firm shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
 10. The School District's Representative(s) will determine how the Awarded Firm will receive access to the facility.
 11. If keys are provided and lost, the Awarded Firm will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
 12. When requested, the Awarded Firm shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Awarded Firm to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Awarded Firm shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Awarded Firm from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Awarded Firm immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Awarded Firm's employee, the Awarded Firm will be obligated to cover the cost of the examination. If the test results indicate that the Awarded Firm's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.
 13. **CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:**
The successful Awarded Firm(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Awarded Firm and/or the Awarded Firm's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Awarded Firm presently holds. The Awarded Firm(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.
 14. Any Awarded Firm's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) work days. Awarded Firms (Employers) are required to report such convictions to the school board within ten (10) work days of receiving this information.
 15. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department

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of Education. Each bidder must certify that the company or firm and its employees are or will be in compliance with those standards for the project awarded.

16. The Awarded Firm shall strictly prohibit interaction between their employees and the student(s).
17. Employees of the awarded vendor(s) may not solicit, distribute or sell products while on School Board property.
18. Friends, visitors or family members of employees of the awarded vendor(s) are not permitted in the work area.
19. The Awarded Firm shall adhere to security standards.
41. **DISPUTE RESOLUTION**
Except with respect to injunctive relief, neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.
42. **PRICING CHANGE**
In each fiscal school year, no later than thirty (30) days before the anniversary date of this contract; the awarded vendor(s) may request a pricing change. If the awarded vendor is requesting a price increase, this increase shall not be more than the over-all average in the "consumers Price Index" for the past five (5) years and/or shall not be more than the District's "Cost of Living" awarded to it's employees. The District may negotiate the requested price change and the accepted change shall remain firm for a minimum of twelve (12) months. The change in pricing shall be for new rentals only. The District reserves the right to accept or reject the request. Justification for a price increase may be:
 - a. FICA (if percentage amount required by the Federal Government changes),
 - b. Federal Unemployment Insurance rates,
 - c. State Unemployment insurance rates, or
 - d. Worker's Compensation insurance rates.
43. **ADVERTISING**
The Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.
44. **NEW OR USED**
In regards to NEW or USED units, The District would prefer "new" units but will consider "used" units. The District may inspect the "used" unit and reserves the sole right to refuse said unit. If inspection is conducted, the District reserves the right to take up to ten (10) business days to conduct the inspection.
45. **STATE SEALS**
Units shall be delivered with the necessary Department of Community Affairs Seals.
46. **INSPECTION OF MANUFACTURING FACILITIES**

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The District reserves the right to inspect the manufacturing facilities of the units being proposed to the Board at anytime during Bid evaluations and/or after the contract has been award.

47. Pricing of Awning(s) and Stabilizer Plates

47.1 Awnings – Bidders are to price out Awnings for the units they are bidding and this Awning shall meet the current Florida Building code in place at the time the order is submitted.

47.2 Stabilizer Plates – Bidders are to price out the cost of providing (installing) Stabilizer Plates when needed by the District. All hardware and labor will be the responsibility of the bidder.

48. 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.

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.

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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.

End of Section

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Attachment "A"
Rental Agreement

RENTAL / LEASE AGREEMENT FOR RELOCATABLE CLASSROOMS

Between

And

School Board of Osceola County, Florida
a public body corporate

Attachment "A" Rental Agreement

THIS MASTER RENTAL AGREEMENT (together with all Schedules, the "Agreement") is entered into by and between the School Board of Osceola County, Florida (the "Tenant") as contracting agent for the School District of Osceola County and _____ (the "Owner"). For and in consideration of the mutual promises and agreements herein contained, and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

The Owner agrees to rent to the Tenant and Tenant agrees to rent from the Owner the item(s) described in each Schedule that may from time to time be executed by Owner and Tenant pursuant hereto, and Owner hereby agrees to rent the Items under each Schedule to Tenant, all on the terms and conditions set forth in this Agreement and in the applicable Schedule. The rental(s) is issued pursuant to §235.056 and §236.25, Florida Statutes. Each Schedule executed and delivered by Owner and Tenant pursuant to this Agreement shall constitute a separate and independent Rental. "Rental" means a Schedule and the terms of this Agreement, which are incorporated by reference into such Schedule, together with Exhibits attached to each such Schedule. "Schedule" or "Rental Schedule" means a Rental Schedule in substantially the form attached to this Agreement as Exhibit "A" that may be executed by Owner and Tenant from time to time pursuant to this Agreement.

1. **ALTERATIONS.** Tenant may make alterations, additions or improvements to the Items (equipment/units). If such alterations, additions or improvements are made, Tenant is not required to obtain Owner's written consent.
2. **ASSIGNMENT.** Without Owner's prior written consent, Tenant will not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Item(s) or any interest in this Agreement or the Item(s) or (ii) sublet or lend the Item(s) or permit it to be used by anyone other than Tenant or Tenant's employees. Owner may not assign its rights, title and interest in and to the Agreement without obtaining Tenant's prior written consent, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the successors and assigns of the parties hereto. Tenant covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Tenant may have against Owner. Upon consent to and assignment of Owner's interests herein, Owner will cause written notice of such assignment to be sent to Tenant which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. No further action will be required by Owner or by Tenant to evidence the assignment, but Tenant will acknowledge such assignments in writing if so requested. Tenant shall retain all notices of assignment and maintain a book-entry record, which identifies each owner of Owner's interest in the Agreement. Upon Tenant's receipt of written notice of Owner's assignment of all or any part of its interest in the Agreement, Tenant agrees to attorn to and recognize any such assignee as the owner of Owner's interest in this Agreement, and Tenant shall thereafter make such payments, including without limitation such Rental Payments, as are indicated in the notice of assignment, to such assignee. Tenant waives and will not assert against any assignee of Owner any claims, counterclaims, claims in recoupment, abatement, reduction, defenses, or set-offs for breach of warranty or for any other reason which Tenant could assert against Owner, except defenses which cannot be waived under the Uniform Commercial Code. Notwithstanding anything in the foregoing paragraph to the contrary, no assignment by Owner will be effective if it materially impairs the obligation of Owner to fund the purchase price for the items and to fund the acquisition of the items in accordance with this Rental Agreement.

Rental Agreement

3. **DELIVERY AND ACCEPTANCE.** Tenant shall order the Item(s), cause the Item(s) to be delivered at the location specified on each Schedule ("Item Location") and pay any and all delivery and installation costs in connection therewith. Upon delivery of the Item(s), Tenant shall inspect the Item(s) within a reasonable time frame fifteen (15) business days or so) and execute a Delivery & Acceptance Certification for all Item(s) accepted. Tenant will evidence its acceptance of the Item(s) for each Schedule in writing by executing the Delivery and Acceptance Certificate (as provided in Exhibit "D") to Owner. The initial rental payment shall be due within 30 calendar days after the Acceptance Date specified by Tenant within Exhibit "D".

4. **DELIVERY OF RELATED DOCUMENTS.** Tenant shall execute or provide such documents and information as are reasonably necessary with respect to the transaction contemplated by this Agreement.

5. **WARRANTIES.** The Owner is either a manufacturer or a vendor of such Item(s) and that Owner rents and Tenant takes the Item(s), and each part thereof. Owner warrants, and covenants, the condition, quality, durability, value, design, operation suitability, merchantability or fitness for a particular use of the Item(s) in every respect whatsoever and as to the absence of latent or other defects, whether or not discoverable, and as to the absence of any infringement of any patent, trademark or copyright, or as to any obligation based on strict liability in tort or any other representation, warranty, or covenant of any kind or character, express or implied, with respect thereto.

6. **ENTIRE AGREEMENT; WAIVER.** The Agreement, the RFP document, and the Proposer's submittals constitute the entire agreement between the parties with respect to the renting of the Item(s) and shall not be contradicted by any oral representations made prior to, contemporaneously with or subsequent to the date hereof nor do oral agreements presently exist between the parties, which have not been reduced to writing. This Agreement, the RFP document, and the Proposer's submittals shall not be modified, amended, altered, or changed except with the written consent of Tenant and Owner. Any provision of this Agreement, the RFP document, and the Proposer's submittals found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement, the RFP document, and the Proposer's submittals. No waiver of or delay or omission in the exercise of any right or remedy as described herein and as provided in the Agreement, the RFP document, and the Proposer's submittals or otherwise available to either party shall impair, affect or be construed as a waiver of its right thereafter to exercise the same.

7. **EVENT OF DEFAULT.** The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Tenant fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of this Agreement, and any such failure continues for ten (10) days after the due date thereof, and that a default occurs for non-payment if after expiration of the ten-day grace period Owner serves written notice and Tenant fails to wire transfer or express deliver a check or funds to the Owner before the end of business on the second complete business day following Tenant's receipt of such notice of non-payment within the ten-day grace period; (ii) Tenant fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Owner; (iii) the discovery by Owner that any statement, representation, or warranty made by Tenant in this Agreement or in any writing ever delivered by Tenant pursuant hereto or in connection herewith was false, misleading, or erroneous in any material respect; (iv) Tenant becomes insolvent, or is unable to pay its debts as they become due, or make an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Tenant or of any of its assets, or a petition for relief is filed by Tenant under any bankruptcy, insolvency, reorganization or similar laws, or a petition in, or a proceeding under, any bankruptcy, insolvency, reorganization or similar laws is filed or instituted against Tenant and is not dismissed or fully stayed within twenty (20) days after the filing or institution thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Item(s).

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8. **GOVERNING LAW.** This Agreement shall be constructed in accordance with, and governed by, the laws of the State of Florida and all suits under this Agreement shall be brought in Osceola County, Florida, which shall be the only venue for such suits, except federal suits which shall be brought in the U.S. District Court for the Middle District of Florida, Orlando Division.

9. **INSURANCE.** At its own expense, Tenant shall maintain (a) casualty insurance insuring the item(s) against loss or damage by fire and any other risks reasonably required by Owner in an amount at least equal to then applicable Concluding Payment of the item(s), (b) liability insurance that protects Owner from liability in all events in form and amount satisfactory to Owner, and (c) workers' compensation coverage as required by the laws of the state; provided that, Tenant may self-insure against the risks described in clauses (a) and (b). All insurance proceeds from casualty losses shall be payable as hereinafter provided. Upon acceptance of the item(s) and upon each insurance renewal date, Tenant will deliver to Owner a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the item(s), Tenant will promptly provide Owner with written notice thereof and make available to Owner all information and documentation relating thereto and shall permit Owner to participate and cooperate with Tenant in making and claim for insurance in respect thereof.

All such casualty and liability insurance shall be with insurers that are acceptable to Owner, shall name Tenant as named insured and Owner or its assigns as an additional named insured and shall contain a provision to the effect that such insurance shall not be cancelled or modified materially without first giving written notice thereof to Owner at least thirty days in advance of such cancellation or modification. The Tenant may provide required insurance as part of "blanket" coverage maintained on its other assets. Required insurance coverage may also be provided in whole or in part by self-insurance. Tenant will furnish Owner with a letter or certificate of self-insurance specifying the type and extent coverage. The proceeds of any such policies will be payable to Tenant or Owner or its assigns as their interests may appear. In the event that Tenant has been permitted to self-insure, Tenant will furnish Owner with a letter or certificate to such effect.

10. **LIENS AND TAXES.** The Owner shall keep the item(s) free and clear of all levies, liens and encumbrances, other than the respective rights of Owner or Tenant as herein provided. Owner shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, rental, sale, purchase, possession or use of the item(s).

11. **LOCATIONS; INSPECTION.** The Item(s) will not be removed from or, if the Item(s) consists of rolling stock, its permanent base will not be changed from the Item Location without Owner's prior written consent, which will not be unreasonably withheld. Owner will be entitled to enter upon the Item Location or elsewhere during reasonable business hours to inspect the Item(s) or observe its use and operation.

12. **NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted in any fiscal period of Tenant for Rent Payments due under any 1 Schedule A entered into pursuant to the Agreement, Tenant will immediately notify Owner or its assignee in writing of such occurrence and the specific Schedule A issued shall terminate on the last day of the fiscal period of Tenant for which appropriations have been received or made without penalty or expense to Tenant. In the event of such termination, Tenant shall remain obligated to either return the Item(s) to Owner in accordance with *Section 20* or to pay from legally available funds, the unpaid balance of the rental-purchase price thereof which is stipulated to be the applicable Concluding Payment set forth on Schedule "B" to each Schedule.

Rental Agreement

13. **NOTICES.** All notices to be given under this Agreement shall be made in writing and mailed by certified mail, return receipt requested, to the other party at this address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have received five days subsequent to mailing.

14. **PERSONAL PROPERTY.** The Item(s) is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Owner, Tenant will, at Tenant's expense, furnish a waiver of any interest in the Item(s) from any party having an interest in any such real estate or building.

15. **PREPAYMENT OPTION.** Upon thirty (30) days prior written notice from Tenant, and provided that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Tenant will have the right to purchase the Item(s) prior to the Termination Date on any Rental Payment Date set forth on Exhibit "B" to each Schedule by paying to Owner, on such date, the Concluding Payment as set forth on Exhibit "B" to each Schedule. Upon satisfaction by Tenant of such purchase conditions, Owner will transfer any and all of its right, title and interest in the Item(s) to Tenant AS IS, WITH WARRANTY EXPRESS OR IMPLIED.

16. **RELEASE AND INDEMNIFICATION.** Without waiving the limits of sovereign immunity and to the extent permitted by law, Tenant shall indemnify, protect and hold harmless Owner from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any Item(s), (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Item(s), (d) any accident in connection with the operation, use, condition, possession, storage or return of any Item(s) resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Rental Term for any reason.

17. **REMEDIES.** Upon the occurrence of any Event of Default, and as long as such Event of Default is continuing, Owner may, as its option, by written notice to Tenant, declare an amount equal to all amounts then due under the Agreement schedule(s), and all remaining Lease Payments due during the fiscal period of Tenant in which the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable. Further, if an Event of Default shall have occurred, upon written request by Owner, Tenant shall within thirty (30) days cause the Item(s) (together with all documents necessary to transfer legal and beneficial title thereto to Owner) to be delivered to Owner in the condition required by *Section 24* hereof at a location that is mutually agreed to by both parties. If Tenant fails or refuses to voluntarily transfer the Item(s) to Owner as herein provided, Owner shall have the right to obtain a judgment against Tenant for compensatory damages in the amount of the then applicable Concluding Payment amount set forth in Exhibit A-1 to each Schedule, plus interest thereon in accordance with *Section 10* to the date of payment. If the Item(s) has been destroyed or damaged beyond repair, Tenant shall pay the applicable Concluding Payment amount set forth in Exhibit "B" to each Schedule to Owner. Following an Event of Default, Owner shall have whatever rights and remedies are available at law against Tenant's legally available funds for compensatory damages, however, that there is no intention to create under this Agreement a right in Owner to dispose Tenant involuntarily of the legal title to or the use of the Item(s). Owner hereby irrevocably waives any right to specific performance of Tenant's covenant to transfer legal title to and return possession of the Item(s) to Owner. If Owner terminates this Agreement and receives possession of the Item(s), Owner shall within sixty (60) days thereafter use its best efforts to sell the Item(s) in a commercially reasonable manner at public or private sale and apply the proceeds of such sale to pay the following item(s)s in the following order: (a) all

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costs and expenses of receiving possession of the Item(s) and completing the sale thereof, (b) the applicable Concluding Payment amount, and (c) the balance of any Lease Payments owed by Tenant during the fiscal period of Tenant then in effect. Any sale proceeds remaining after the requirements of clauses (a), (b) and (c) have been met shall be for the account of Tenant and shall be remitted to Tenant. If the proceeds of the sale of the Item(s) are not sufficient to pay the balance of any Rental Payment owed by Tenant during the fiscal period of Tenant then in effect, Owner may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments from Tenant's legally available funds. Owner may sell the Item(s) without giving any warranties as to the Item(s) and may disclaim any warranties of the title, possession, quiet enjoyment, or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Item(s).

18. **RENT.** Tenant agrees to pay to Owner or its assignee the Rental Payment, including the interest portion, in lawful money of the United States of America, equal to the amounts specified in Exhibit "B" to each Schedule. The Rental Payments will be payable without notice or demand at the office of Owner (or such other place as Owner or its assignee may from time to time designate in writing), and will commence on the first Rental Payment Date as set forth in Exhibit "B" to each Schedule and thereafter on the subsequent dates set forth in such Exhibit "B". Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. As set forth on *Schedule B*, a portion of each Rental Payment is paid as, and represents payment of, interest. Except as specifically provided in *Section 12* hereof, the obligation of Tenant to make the Rental Payment hereunder and perform all of its other obligations hereunder will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, abatement, deduction or recoupment for any reason whatsoever including, without limitation, any failure of the Item(s) to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Item(s) or any accident, condemnation or unforeseen circumstances. Tenant reasonably believes that funds can be obtained sufficient to make all Rental Payment during the Rental Term and hereby covenants that it will do all things lawfully within its powers to obtain, maintain and properly request and pursue funds from which the Rental Payment may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Tenant's intent to make Rental Payments for the full Rental Term if funds are legally available therefore and in that regard Tenant represents that the use of the Item(s) is essential to its proper, efficient and economic operation. Owner and Tenant understand and intend that the obligation of Tenant to pay Rental Payments hereunder shall constitute a current expense of Tenant and shall not in any way be constructed to be a debt of Tenant in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness of Tenant, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Tenant. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Agreement, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

19. **REPRESENTATIONS, COVENANTS AND WARRANTIES.** Tenant hereby represents, covenants and warrants to Owner as of the date hereof and at all times during the Rental Term that (i) Tenant is a body corporate and politic, and the governing body of the School District of Osceola County, Florida, duly organized and existing under the Constitution and the laws of the State of Florida; (ii) Tenant has full power and authority under the constitution and laws of the state of Florida in which it is located to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations hereunder; (iii) each officer of Tenant executing this Agreement has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended by a requisite majority of the members thereof, or by other appropriate official approval; (iv) the execution, delivery and performance of this Agreement and all documents executed in connection herewith, including, without limitation, the

Rental Agreement

Schedules and Exhibits thereto, including without limitation, the Delivery and Acceptance Certificate referred to in *Section 3* hereof (this Agreement together with all Exhibits and Schedules shall be collectively referred to herein as the "Rental Agreement Documents") have been duly authorized by all persons, governmental bodies and agencies necessary to authorize and approve this Agreement; (v) the Rental Documents constitute legal, valid and binding obligations of Tenant, enforceable against Tenant in accordance with their respective terms; (vi) the execution, delivery and performance of this Agreement by Tenant shall not (a) violate any federal, state or local law or ordinance, or any judgment, order, writ, injunction, decree, rule or regulation of any court or other governmental agency or body applicable to Tenant; or (b) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of the Tenant or the Item(s) pursuant to any note, bond, mortgage, indenture, agreement, deed of trust, bank loan or credit agreement, lease or other obligation to which Tenant is a party or by which it or its assets may be bound, except as herein provided; (vii) in authorizing and executing this Agreement, Tenant has complied with all open meeting laws, public bidding requirements and other laws applicable to this Agreement and the acquisition by Tenant of the Item(s); (viii) Tenant has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year of the Tenant to make the Rental Payments scheduled to come due during such fiscal year, and such funds have not been expended for other purposes; (ix) the Item(s) is essential to the function of the Tenant or to the service Tenant provides to its citizens and the Tenant has an immediate need for, and expects to make immediate use of, substantially all of the Item(s), which need is not temporary or expected to diminish in the foreseeable future; (x) no lease, rental agreement or contract for purchase to which Tenant has been party at any time during the last five years, has been terminated by Tenant as a result of insufficient funds being appropriated in any fiscal year; (xi) the Item(s) will be used by Tenant only for the purpose of performing one or more of Tenant's governmental or proprietary functions consistent with the permissible scope of Tenant's authority; (xii) there is no action, suit, proceeding, injury or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Tenant, nor to the best knowledge of the Tenant is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transaction contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement; and (xiii) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default, exists at the Commencement Date.

20. **RETURN OF EQUIPMENT.** Unless Tenant shall have paid all Rental Payments and other amounts due hereunder or exercised its option to purchase as provided in *Section 15* hereof, upon the expiration or earlier termination of this Agreement pursuant to the terms hereof, Tenant shall, at its sole expense but at Owner's option, convey the Item(s) by bill of sale (and with respect to vehicles, also by endorsement of title certificate) to Owner in the condition required by *Section 24* hereof at any location in the Greater Orlando, Florida area.

21. **RISK OF LOSS; DAMAGE; DESTRUCTION.** Tenant assumes no risk of loss of or damage to the Item(s) from any cause whatsoever, except for that that is due to the Tenant's neglect or Act of Vandalism. In the event of damage to any Item(s) is due to the Tenant's neglect or an Act of Vandalism, Tenant will, within a reasonable amount of time, place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. Should the loss of or damage to the Item(s) be from other than Tenant's neglect or Act of Vandalism, the Owner shall immediately place the same in good repair. If Owner determines that any Item(s) is lost, stolen, destroyed or damaged beyond repair, Tenant, at the option of Owner, will replace the same with like Item(s) in good repair.

22. **TERM.** This Rental Agreement will become effective upon execution hereof by Owner. The term of this Agreement will commence on the Commencement Date set forth in Exhibit "B" each Schedule attached hereto and, unless earlier terminated as expressly provided for in this Agreement, will terminate on the Termination Date set forth in such Exhibit "B" attached hereto (the "Rental Term").

Rental Agreement

23. **TITLE TO EQUIPMENT.** Upon acceptance of the Item(s) by Tenant hereunder, title to the Item(s) will vest with the Owner and Tenant shall have no security interest therein.

24. **USE; REPAIRS.** Tenant will use the Item(s) in a careful manner for the use contemplated by the manufacturer of the Item(s). Tenant shall comply with all laws, ordinances, insurance policies and regulations relating to the possession, use, operation of the Item(s). Owner, at its expense, will keep the Item(s) in good working order and repair and furnish all parts, mechanisms, and devices required therefore.

It is further agreed that during the term of this Agreement, the Tenant shall be responsible for and shall pay all charges for routine maintenance and to operate said property, while the Owner shall be responsible for and pay all charges for any repairs because of defects in the original construction due to materials, equipment and/or workmanship of said property and shall make, at its own expense any and all repairs, and supply and pay for any and all parts needed for these repairs. Any and all repairs due to Acts of God or Acts of Terrorism, and/or at the end of the Rental period or upon termination, shall be paid for by the Tenant. The Tenant shall also turnover said Items to the Owner in good condition, with reasonable wear and tear accepted.

In addition, any and all HVAC problems, during the first year or during the warranty period, which ever is the longest, the Owner shall have a response time of within a maximum of two (2) work days. The term "response" shall mean that a certified HVAC technician has checked on the problem at the location of the unit(s) and has a workable solution in the works and said solution shall be completed within a reasonable time frame. If said solution cannot be completed within this reasonable time frame, then the Owner agrees to permit the Tenant to contract out said HVAC repairs and the Owner shall reimburse the Tenant for the cost of repairs.

Also, for Life Safety problems (repairs), the Owner shall respond to the problem the same day or within twenty-four (24) hours and have the necessary repairs accomplished within forty-eight (48) hours, and if said repairs cannot be completed within this time frame, then the Owner agrees to permit the Tenant to contract out said repairs and the Owner shall reimburse the Tenant for the cost of the repairs.

Also, for Health problems (repairs), the Owner shall respond to the problem within seventy-two (72) hours and have the necessary repairs accomplished within 10 calendar days, and if said repairs cannot be completed within this time frame, then the Owner agrees to permit the Tenant to contract out these repairs and the Owner shall reimburse the Tenant for the cost of the repairs.

Also, for "Standard" to major problems (repairs), the Owner shall respond to the problem within ten (10) calendar days and have the necessary repairs accomplished within twenty (20) calendar days, and if said repairs cannot be completed within this time frame, then the Owner agrees to permit the Tenant to contract out these repairs and the Owner shall reimburse the Tenant for the cost of the repairs.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TENANT: The School Board of Osceola County, Florida

OWNER: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit "A"

EQUIPMENT SCHEDULE

Lease No. _____

_____ (the "Owner") rents to The School District of Osceola County, Florida (the "Tenant") under and pursuant to the terms and conditions contained in the Rental Agreement dated _____, 20____ (the "Agreement") and Tenant hereby rents from Owner under and pursuant to the terms and conditions contained in the Agreement the following Items:

<u>Item Description(s)</u> <u>(Manufacturer, Model, VIN and/or Serial Numbers)</u>	<u>Vendor(s)</u> <u>and Addresses</u>	<u>Equipment</u> <u>Location</u>

TENANT: **The School District of Osceola County, Florida**

BY: _____

TITLE: _____

DATE: _____

Exhibit "B"

Equipment Payment Schedule

Rental Agreement #:	_____
Amount Financed:	\$ _____
Lease Term:	72 Months (6 Years)

Rental Payment #	Rental Payment Date	Rental Payment	** Concluding Payment
		-	-
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
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36			

Exhibit "B"

Equipment Payment Schedule

Rental Payment #	Rental Payment Date	Rental Payment	** Concluding Payment
37.			
38.			
39.			
40.			
41.			
42.			
43.			
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66.			
67.			
68.			
69.			
70.			
71.			
72.			

Total

\$

Exhibit "B"

Equipment Payment Schedule

**** Prepayment price amount shown is AFTER the scheduled rental payment is made for the corresponding date.**

Tenant: The School District of Osceola County, Florida

By: _____

Title: _____

Date: _____

*SCHEDULE B
RENTAL PAYMENT SCHEDULE
Rev.*

DRAFT

Exhibit "C"

Tax Form 8038-G

Form 8038-G (Rev. May 1999) Department of the Treasury Internal Revenue Service	Information Return for Tax-Exempt Governmental Obligations ▶ Under Internal Revenue Code section 149(e) ▶ See separate instructions. Caution: Use Form 8038-GC if the issue price is under \$100,000	OMB No. 1545-0720
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Reporting Authority		If Amended Return, check here ▶ <input type="checkbox"/>	
1 Issuer's name	The School District of Osceola County, Florida	2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address)	817 Bill Beck Blvd.	Room/suite	4 Report number
5 City, town, or post office, state, and ZIP code	Kissimmee, FL 34744	6 Date of issue	
7 Name of Issue	Lease-Purchase Agreement # Dated	8 CUSIP number	N/A
9 Name and title of officer or legal representative whom the IRS may call for more information	Neil D McDonald, Purchasing Supervisor	10 Telephone number of officer or legal representative	(407) 870-4625

Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule	
11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital.	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe	18
19 If obligations are TAN or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

Description of Obligations. (Complete for the entire issue for which this form is being filed.)				
	(a) Final Maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
21	N/A		\$ N/A	

Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22	N/A	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	N/A	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A	
25	Proceeds used for credit enhancement	25	N/A	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A	
27	Proceeds used to currently refund prior issues	27	N/A	
28	Proceeds used to advance refund prior issues	28	N/A	
29	Total (add lines 24 through 28)	29	N/A	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A	

Description of Refunded Bonds (Complete this part only for refunding bonds.)				
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶		N/A years	
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶		N/A years	
33	Enter the last date on which the refunded bonds will be called ▶		N/A	
34	Enter the date(s) the refunded bonds were issued ▶		N/A	

Exhibit "C"
Tax Form 8038-G

Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a	
b	Enter the final maturity date of the guaranteed investment contract ▶ _____		
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a	
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue		
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
40	If the issuer has identified a hedge, check box <input type="checkbox"/>		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

**Please
Sign
Here**

▶ _____ ▶ _____
Signature of issuer's authorized representative Date Type or print name and title

For Paperwork Reduction Act Notice, see page 2 of the instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 5-99)

Exhibit "D"
Inspection Acknowledgement

THE UNDERSIGNED ACKNOWLEDGES AND REPRESENTS THAT:

1. The Items identified below pursuant to Schedule _____ have been delivered, inspected and available for use, and are placed in service as of the Acceptance Date indicated below.

<u>Item Description(s)</u> <u>(Manufacturer, Model, VIN and/or</u> Serial Numbers)	<u>Vendor(s)</u> <u>and Addresses</u>	<u>Equipment</u> <u>Location</u>

2. Such Items are in good operating condition and repair and are accepted as satisfactory in all respects for the purpose of the applicable Agreement.
3. PARTIAL ACCEPTANCE regarding Rental Agreement No. _____
FINAL ACCEPTANCE regarding Rental Agreement No. _____

ACCEPTANCE DATE: X _____

AUTHORIZED SIGNATURE: X _____

PRINTED NAME: X _____

Exhibit "E"

Proposer's Certification

I have carefully examined this Request For Proposal ("RFP") which includes the General Conditions, Special Conditions, Scope of Work, Evaluation and Award, and any other documents accompanying or made part of the RFP.

I hereby propose to furnish the services specified in the RFP. I agree that the Board's terms and conditions herein shall take precedence over any terms and conditions submitted with the proposal.

I agree to abide by all conditions of this proposal and understand that the Board reserves the right before recommending any award to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the scope of work, terms, and conditions.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its agent and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the School District or of any other Proposer is interested in said proposal.

NAME (Typed or Printed)

TITLE

SIGNATURE

VENDOR NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER

Email Address

End of Section

Attachment "B"
Type II-B, Relocatable Classrooms
BID #: SDOC 07-077NM

February 15, 2007
BID PRICE SHEET

→ Description Of Item <u>Type II-B, Side by Side, Slope Roof Modular Unit:</u>	Manufacturer And Model Being Bid:	Monthly Rental Fee based on a 72 month lease With \$500 Buy-Out:	Purchase Price of Unit:
1. 24' X 36' with Bathroom (Wet) 2. 24' X 36' without Bathroom (Dry)			
One Time Fee:			
3. Delivery Fee			
4. Installation Fee (to include: spotting, set-up, and trim out)			
5. Tear Down Fee			
6. Removal Fee			
7. Purchase Price of Skirting Material; square foot price			
8. Relocate/Installation Fee within same Campus			
9. Relocate/Installation Fee off site location			

Attachment "B"
Type II-B, Relocatable Classrooms
BID #: SDOC 07-077NM

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

Email Address