



<b><i>Submittal Due Date:</i></b> Wednesday, March 26, 2008	<b><i>Submittal Due Time:</i></b> 2:00 P.M.
<b><i>Submit Responses To:</i></b> School District of Osceola County, Florida Purchasing Department 817 Bill Beck Boulevard, Building 2000 Kissimmee, FL 34744	<b><i>Purchasing Representative:</i></b> Cheryl Jessee, Senior Buyer (407) 870-4627 Office • Fax (407) 870-4616 <i>E-mail:</i> <a href="mailto:jesseec@osceola.k12.fl.us">jesseec@osceola.k12.fl.us</a> <a href="http://www.osceola.k12.fl.us/depts/purchasing">www.osceola.k12.fl.us/depts/purchasing</a>

**RFP # SDOC-08-P-082CJ**  
**The Removal of Surplus Books**

The purpose of this Request for Proposal (RFP) is to select the most highly qualified Firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the service required by a Selection Committee consisting of School District staff, which will make a recommendation for award by the School Board.

It is anticipated that one firm shall be selected to provide the necessary services for a contract period of three (3) years.

A non-mandatory Pre-Proposal Conference is scheduled for March 12, 2008 at 9:00 AM in the School District of Osceola County's Purchasing Department.

Request for Proposals will be received at the School District of Osceola County's Purchasing Department located at 817 Bill Beck Blvd., Bldg. 2000, Kissimmee, FL 34744, **until 2:00 PM on Wednesday, March 26, 2008.** Submittals received after this deadline **will not** be considered for award.

Cut out the Label below and attach it to your envelope/package

<b>* DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN *</b>	
<b>SEALED PROPOSAL NUMBER:</b>	_____
<b>PROPOSAL TITLE:</b>	_____
<b>PROPOSAL DUE ON</b>	_____ <b>AT</b> _____ <b>P.M.</b>
<b>PROPOSAL ENCLOSED</b>	_____ <b>"NO PROPOSAL LETTER" ENCLOSED</b> _____
<b>Deliver To:</b>	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

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

Anti-Collusion Statement/Public Domain

I, the undersigned respondent, have not divulged, discussed, or compared this proposal with any other respondents and have not colluded with any other respondent 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 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.

RESPONDENT (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 \_\_\_\_\_

RESPONDENT TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

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

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DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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Firm's Signature

ne(pr237p)

THE REMOVAL OF SURPLUS BOOKS  
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**1.0 INTRODUCTION:**

**1.1 Background:**

This is a Request for Proposal (“RFP”) for a firm (the “respondent”) to provide services for removal of surplus books for the School District of Osceola County, Florida (the “District”).

**1.2 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 School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The District operates thirty-nine schools, which includes twenty-one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

**1.3 SCOPE OF WORK:**

THIS SPECIFICATION establishes the minimum requirements for **THE REMOVAL OF SURPLUS BOOKS** listed and described in the body of these specifications to be used as noted by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

**1.4** THE INTENT of this RFP is to establish a contract for a base period of three (3) years from the date of award of the resulting contract. During which time, the successful firm shall guarantee their services for the item(s) awarded to him/her as specified in this RFP. This contract may be renewed at the conclusion of the base period for one (1) additional two (2) year period at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written notice by the School District or ninety (90) days written notice by the awarded firm. The purchase of this service and listed options will be contingent upon available funding at the District level.

**1.5 METHOD OF AWARD:**

RFP's will be accepted and considered by the following method: Highest ranked firm using the RFP process. The Purchasing Department Representative shall facilitate the selection process. A selection committee comprised of District staff shall evaluate and score the proposals in accordance with the criteria included in this RFP. The Board reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgment will be in the best interest of the School Board. The Board also reserves the right to waive all informalities.

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**2.0 INSTRUCTIONS TO RESPONDENTS:**

Proposals must be submitted in a sealed container, clearly identified as RFP for Removal of Surplus Books. Sealed proposals will be received until 2:00 p.m. on March 26, 2008 in the School Board Purchasing Office at the address shown in Section 2.1. The official clock for receiving proposals is located in the Purchasing Department. All proposals must be date and time stamped. Proposals will be opened in the Purchasing Department after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by the specified due date and time.

One manually signed original (with “the rates being offered to the District”) and six (6) photocopies (without “the rates being offered to the District”) of the proposal must be submitted and two (2) complete electronic copies on CD’s in PDF format with the solicitation number and name of company on disk. “Rates being offered to the District” shall be submitted in a separately sealed envelope with the “original” proposal.

A standard 8-1/2” by 11” format is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page. All proposals must be signed by an officer or employee having authority to legally bind the respondent(s).

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

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

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

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

Any and all written responses, after they are opened, become the property of the School Board.

**2.1 BOARD CONTACT AND ADDRESS INFORMATION:**

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

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

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**3.0 TENTATIVE SCHEDULE OF EVENTS:**

February 21, 2008	Issuance of RFP
March 12, 2008 @ <u>9:00 AM</u>	Pre-Proposal Conference
March 26, 2008 @ <u>2:00 PM</u>	Due Date
April 9, 2008	Selection Committee Evaluation of Written Responses
April 16, 2008	Oral Presentations to the Selection Committee
May 6, 2008	School Board Award of Contract

**3.1 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 9:00 a.m., on March 12, 2008, beginning in the **Purchasing Departments Conference Room**, 817, Bill Beck Boulevard, Kissimmee, Florida. The proposal document will be discussed and questions from the respondents will be entertained. Respondents may wish to submit questions, in writing, in advance of the conference, to the Purchasing Department.

**3.2** A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the respondent(s) by U.S. mail or by facsimile and will also be posted to the Purchasing Department's website.

**4.0 AWARD:**

- The District reserves the right to accept or reject any or all proposals.
- The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- The District reserves the right, before awarding the contract, to require respondent(s) to submit evidence of qualifications or any other information the District may deem necessary.
- The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.
- The District reserves the right to further negotiate any proposal, including price, with the highest rated respondent. If an agreement cannot be reached with the highest rated respondent, the District reserves the right to negotiate and recommend award to the next highest rated respondent or subsequent respondents until an agreement is reached.

**5.0 TERM OF CONTRACT:**

The term of the contract shall be for three (3) years from the date of award of this bid. The awarded firm(s) will be notified when the Board has acted upon the recommendation. 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 Section 11.0 of the RFP.

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

**6.0 RFP INQUIRIES:**

Potential bidders may submit written questions by facsimile (FAX), addressed to the Cheryl M. Jessee, Senior Buyer, FAX # 407 – 870-4616. Questions must be received no later than **five (5) days before the ‘Due Date’**. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder to ensure that written questions will be received by the deadline indicated above. Responses will be distributed by facsimile to all bidders who have received a RFP.

The Board may modify the RFP at any time prior to the proposal due date by issuance of a written addendum to all firms who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing Representative. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the respondent to be sure they received all addenda.

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

**7.0 LOBBYING:**

**VENDORS, CONTRACTORS, CONSULTANTS, OR THEIR REPRESENTATIVES SHALL NOT MEET WITH, SPEAK INDIVIDUALLY WITH, OR OTHERWISE COMMUNICATE WITH SCHOOL BOARD MEMBERS, SUPERINTENDENT, OR SCHOOL DISTRICT STAFF, OTHER THAN THE DESIGNATED PURCHASING AGENT, AND SCHOOL BOARD MEMBERS, THE SUPERINTENDENT, OR SCHOOL DISTRICT STAFF, OTHER THAN THE DESIGNATED PURCHASING AGENT, SHALL NOT MEET WITH, SPEAK INDIVIDUALLY WITH, OR OTHERWISE COMMUNICATE WITH VENDORS, CONTRACTORS, CONSULTANTS, OR THEIR REPRESENTATIVES, ABOUT POTENTIAL CONTRACTS WITH THE SCHOOL BOARD ONCE AN INVITATION TO BID, REQUEST FOR QUOTE, REQUEST FOR PROSOSAL, INVITATION TO NEGOTIATE, OR REQUEST FOR QUALIFICATIONS HAS BEEN ISSUED.**

**ANY SUCH COMMUNICATION SHALL DISQUALIFY THE VENDOR, CONTRACTOR, OR CONSULTANT FROM RESPONDING TO THE SUBJECT INVITATION TO BID, REQUEST FOR QUOTE, REQUEST FOR PROPOSAL, INVITATION TO NEGOTIATE, OR REQUEST FOR QUALIFICATIONS.**

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**8.0 TECHNICAL SPECIFICATIONS (SCOPE OF SERVICE):**

**8.01 SCOPE OF SERVICE**

The District would like to implement the following procedure for the removal of surplus books.

1. All books will be palletized at the individual schools.
2. An inventory list of books will be forwarded to the Purchasing Department, and the District staff will review the palletized book list to ensure that none of the current adopted books are included in this collection of books.
3. The palletized books will be picked up by the warehouse staff at the schools and stored in the District Warehouse.
4. Purchasing will obtain School Board approval of the surplus book list.
5. The awarded firm will be faxed a copy of the surplus book list.
6. The awarded firm shall remove the surplus books from the District Warehouse in a timely basis; the warehouse will not store more than 24 pallets of books.
7. The awarded firm must take all the books within each pallet, and books must be sorted at the firm's location.
8. If there is a cash value on any of the books, the awarded firm will issue the check to the School District of Osceola County and mail it to the attention of the Finance Department/Accounts Receivable.

**8.02 UNSATISFACTORY WORK**

The firm shall correct unsatisfactory work within 24 HOURS of notification by the School Board.

**8.03 EXAMINATION OF DOCUMENTS**

Document files may be examined, during normal working hours, ten (10) days after proposals have been opened.

**8.04 TOBACCO FREE**

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

**8.05 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:

- A. 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.
- B. 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



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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 excluded from this definition.

- C. 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.
- D. 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 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 who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.
- E. 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.

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**9.0 INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. It is required that one (1) original, six (6) copies of the proposal, and two (2) complete electronic copy on CD's in PDF format with the solicitation number and name of company on disk be submitted along with the original proposal. {The "original" proposal shall be the only one with the "rates being offered to the District" and the offer shall be in a separate sealed envelope} A standard 8-1/2" by 11" format in a bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.

**9.1 SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA:**

**Tab 1 - Request for Proposal Form**

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

**Tab 2- Table of Contents**

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

**Tab 3 - Letter of transmittal – Limit to one or two pages – Maximum 30 Points**

- A. Briefly state the firms understanding of the nature and scope of service(s) to be provided for the District and the firm's overall recommendation for the project.
- B. Give the names of the persons who will be authorized to make representations for the respondent, their titles, addresses and telephone numbers; and
- C. Give the Federal taxpayer identification number of the respondent.

**Tab 4 - Profile and Qualifications – Maximum 40 Points**

Experience and Qualifications of the Firm

- A. Firm Name, Business Address, City, State, County, Zip Code.
- B. Size of the organization and number of years of business.
- C. State whether the respondent is local, regional or national.
- D. Identify any subcontractors that will be used to execute this contract. A profile of general information, background information, and relevant experience shall be provided for each subcontractor.
- E. Briefly describe all lawsuits that are pending/filed against the local office of the respondent over the last three (3) years
- F. Past Performance: Briefly describe five (5) most similar contracts or related projects that you have fulfilled or in which your firm is currently engaged. Please include the following for each:
  - 1. Contract Name
  - 2. Owner, Contact Person, Phone #, Fax #
  - 3. Location
  - 4. Project \$ Amount
  - 5. Source of Funds
  - 6. Type of /or Services Provided
  - 7. Start and End Dates, if applicable, and reason for termination of Contract.
  - 8. Notes or Comments

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- G. Describe the firm's experience with other Public School Boards in Florida and other Governmental Agencies also in Florida with contracts similar to this proposal's requirements.
- H. Provide a minimum of three (3) references from other Florida school districts, similar agencies and/or private firms that are similar to that contemplated by this RFP, including contact persons' name, address, and phone number.

**Tab 5 - Approach to the Scope of Service – Maximum 20 Points**

Clearly describe the approach that the respondent will use in providing the services described in Section 8.0. This shall include: guaranteed pick up schedule, such as how many days after notification and the minimum amount of pallets that will be picked up; any value added service that is related to this RFP. Do not include any pricing/rates offered in this section. See Tab 6 for rates offered to the District.

**Tab 6 - Rates Offered to the District – (Required but not scored at this time)**

The respondent shall provide their process of evaluating the value of the books picked up from the District and completing the scope of services listed in Section 8.0. This information shall be included in the "Submittal" and shall only be provided in the "Original" proposal package see Section 9.0 for submittal information.

**Tab 7 - Additional Data**

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

**Tab 8 - Exceptions to Draft Contract – Maximum 10 Points**

"Attachment A" of this solicitation is a Draft Contract for the services as addressed herein. List in this section any revisions or exceptions to the attached Draft Contract.

**9.2 ORAL PRESENTATION EVALUATION CRITERIA:**

Each respondent invited to give an Oral Presentation will be ranked based on an analysis of the criteria required below. A maximum of 100 points will be awarded. All proposals shall include at minimum:

**1. Responsiveness of the Proposal – Maximum 10 Points**

The respondent's ability to comply with the minimum qualifications and mandatory requirements of this Request for Proposal. The respondent's acceptance or exceptions to the Draft Contract.

**2. Respondents Knowledge and Approach to the Scope of Service – Maximum 40 Points**

The respondent's proposed approach to the scope of service and any value-added service related to this RFP.

**3. Relevant Experience – Maximum 30 Points**

The proposer experience with Florida School Boards, similar agencies and/or private firms that are similar to that contemplated by this RFP.

**4. Fee Schedule – Maximum 20 Points**

The respondent shall provide their process of evaluating the value of the books picked up from the District and completing the scope of services

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**10.0 PROPOSAL EVALUATION PROCESS:**

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

The Selection Committee, will convene, review and discuss all proposals submitted. The Purchasing Department Representative shall facilitate the evaluation process.

The Selection Committee will assign points in accordance with the evaluation criteria listed in the Evaluation Criteria, Section 9.1. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.

A selected group of Firms may be required to make an oral presentation to the Selection Committee. Such a presentation will provide an opportunity for the respondents 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 above. See Section 9.2

The presentations will be made at the School District of Osceola County's Purchasing Department, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL 34744. The selected firms may be invited to make presentations. The Purchasing Department will schedule any necessary presentations.

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

The Purchasing Department will prepare and submit the Selection Committee's recommendation as an agenda item to the Superintendent.

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

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

**11.0 CANCELLATION OF AWARD/TERMINATION:**

In the event any of the provisions of this proposal are violated by the respondent(s), the Superintendent or designee will give written notice to the respondent(s) stating the deficiencies unless the deficiencies are corrected within ten (10) days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

**12.0 DEFAULT:**

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

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**13.0 LEGAL REQUIREMENTS:**

It shall be the responsibility of the respondent(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 respondent(s) will in no way be a cause for relief from responsibility.

Respondent(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.

**14.0 FEDERAL AND STATE TAX:**

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful respondent(s). Respondent(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 respondent be authorized to use the District's Tax Exemption Number in securing such materials.

**15.0 CONFLICT OF INTEREST:**

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

**16.0 INSURANCE REQUIREMENTS:**

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

Certificates of insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Osceola County's Risk Management Department, with copies going to the Purchasing Department, who originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

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

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven (7) days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more, the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

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

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

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

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

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

In the event the 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 firm indicating the following:

\_\_\_\_\_ (Firm Name) does not own any vehicles. In the event, we acquire any vehicles throughout the term of this contract agreement,

\_\_\_\_\_ (Firm Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of the acquisition.

**D. PROFESSIONAL LIABILITY:** The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$2,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the School Board of Osceola County and each officer, agent and employee of the School Board of Osceola County against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

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

**17.0 INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

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

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

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

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

**18.0 PUBLIC RECORDS LAW:**

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

**19.0 PERMITS AND LICENSES:**

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

**20.0 SUB-CONTRACTS:**

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

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

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

**21.0 INDULGENCE:**

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

**22.0 RESPONDENT'S MAILING ADDRESS:**

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

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**23.0 PUBLIC ENTITY CRIMES:**

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

The respondent(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.

**24.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

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

**25.0 POSSESSION OF FIREARMS:**

Possession of firearms will not be tolerated on School District property.

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

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

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

**26.0 JOINT PROPOSAL:**

In the event multiple respondents submit a joint proposal in response to the RFP, a single respondent shall be identified as the Prime Respondent. If offering a joint proposal, Prime Respondent must include the name and address of all parties of the joint proposal. Prime Respondent 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 respondent shall be acceptable. Prime Respondents responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other respondents 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 Respondent for services performed. Prime Respondent shall remain responsible for performing services associated with response to this RFP.



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**27.0 BID PROTESTS**

- A. The School Board shall follow the procedure specified in Florida Statutes, Section 120.57(3) and as the same may be amended from time to time for the resolution of bid protests.
- B. The Purchasing Department shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting.

The notice shall contain the following statement:

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.”

- C. Any person who is adversely affected by the intended award of a solicitation or contract by the School Board or the recommendation of the Director of Purchasing or other responsible employee of the School Board shall file with the Director of Purchasing as agent for the School Board a notice of protest in writing within 72 hours after the electronic posting of the award or intended decision, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in a solicitation, the notice of protest shall be filed in writing within 72 hours after the electronic posting of the solicitation, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. All formal written protests must be filed with a bond payable to the School District equal to 1% of the estimated contract amount (Florida Statute 287.042(2)(c)). Failure to file a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The School Board may, in its discretion, waive any procedural irregularity or defect in procedures so long as any opposing party is not materially prejudiced by such waiver. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. The notice of protest and formal written protest shall be filed in the Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

The provisions specified herein constitute the exclusive remedy for any adversely affected party with respect to a bid protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

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- D. Upon receipt of the formal written protest which has been timely filed, the Purchasing Director shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final agency action, unless the School Board, by duly enacted resolution sets forth in writing the particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- E. The Purchasing Director shall schedule a meeting to provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest and bond.
- F. If the Purchasing Director cannot resolve the protest by mutual agreement within the seven (7) day period referred to in Paragraph V.E above, the School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held with notice of no less than 72 hours, excluding Saturdays, Sundays, and legal holidays within thirty (30) days of receipt of the formal written protest and bond, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

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**CONFLICT OF INTEREST DISCLOSURE FORM**

**I HEREBY CERTIFY** that

1. I (*printed name*) \_\_\_\_\_ am the (*title*) \_\_\_\_\_ and the duly authorized representative of the Firm of (*Firm Name*) \_\_\_\_\_ whose address is \_\_\_\_\_, and that I possess the legal authority to make this affidavit on behalf of myself and the Firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the Firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with any corporation, Firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**EXCEPTIONS** (*List*)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_

Commission No.: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

(Seal)

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Attachment "A"

PROPERTY SALES AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, between THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA ("Seller") and \_\_\_\_\_ ("Buyer").

1. SALE OF GOODS

Seller shall sell to Buyer the goods described in the RFP document, attached hereto and incorporated herein by this reference (the "Goods"), F.O.B. 817 Bill Beck Boulevard, Bldg. 2000, Kissimmee, Florida 34744.

2. DELIVERY

If a carrier is contracted by Buyer, delivery of the Goods by Seller to the carrier at the point of shipment shall constitute delivery to Buyer, subject to the lien of Seller for the unpaid purchase price. Seller shall not be liable for any failure to deliver if the failure is occasioned by fire, embargo, strike, inability to secure materials or any other circumstances beyond the control of the Seller which shall hinder Seller's performance of this Agreement.

3. PAYMENT

Payment shall be made by sight draft with bill of lading attached. Buyer shall be responsible to Seller for any loss or damage to Seller by reason of any failure or default on the part of Buyer's bank in connection with the payments by the Buyer under this Agreement.

4. TAXES

All taxes, duties, imposts, fees or charges of any governmental body, however, denominated ("Taxes") which prior to the completion of deliveries under this Agreement, shall be levied, imposed or increased by any governmental authority, on or measured by any of the Goods remaining unshipped, or on or measured by any of the raw materials used in the manufacture of the Goods, or in the manufacture of the containers for the Goods, or the processing, purchase, sale, holding for sale, distribution, dealing in, transportation, use or handling of any of the Goods or such raw materials, if paid or borne by Seller, shall be added to the purchase price for the Goods and paid by Buyer or reimbursed by Buyer to Seller. Any Taxes which Seller shall be finally relieved from paying or which shall be later refunded to Seller at any time and for any cause shall be refunded or credited to Buyer by Seller after Seller has deducted all expenses incurred by Seller in preventing collection of the Taxes or securing the refund of thereof. Seller shall not, however, be under any obligation to contest the validity of any Taxes or to prosecute any claims for refunds.

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5. AS IS/NO WARRANTIES

BUYER buys the goods as is, with all faults. **SELLER MAKES NO WARRANTIES TO BUYER, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6. CLAIMS

Buyer waives any claim or defense based on the quality of the Goods.

7. INTEGRATION OF AGREEMENTS

This Agreement is the entire contract between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations between them. This Agreement may be amended only in writing signed by the duly authorized representatives of the parties.

8. NOTICES

All notices required or permitted under this Agreement shall be in writing and personally delivered or mailed, by certified mail, return receipt requested, and addressed as follows:

If to Buyer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. GOVERNING LAW AND VENUE

The Agreement shall be governed by and construed under the laws of the state of Florida and the United States of America. Except for a suit in federal court, Osceola County, Florida shall be the proper place of venue for all suits brought under the Contract and Addendum. Any legal proceedings arising out of or in connection with the Contract and Addendum shall be brought in the circuit courts of Osceola County, Florida or, if appropriate, United States District Court for the Middle District of Florida, Orlando Division.

**No Attorneys' Fee Provision or Arbitration.** The School Board does not agree to arbitrate in any manner whatsoever any issue arising out of the Contract or this Addendum. The School Board does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Contract.

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INTENDING TO BE BOUND, the parties have signed this Agreement as of the date set forth above.

**THE SCHOOL BOARD OF OSCEOLA  
COUNTY, FLORIDA**

By: \_\_\_\_\_  
John McKay, Chairman

Attest:

By: \_\_\_\_\_  
Blaine A. Muse, Superintendent

Date: \_\_\_\_\_

BUYER:

By: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_