



**REQUEST FOR PROPOSAL  
FOR  
Project Management Software Solution  
RFP NO. SDOC 08-P-085 NM**

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# **RFP SDOC 08-P-085 NM**

## **Project Management Software Solution**

### **1.0 PURPOSE:**

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals for the provision of a **Project Management Software Solution** to be used by the School District to manage Facilities Department construction projects and other District projects.

### **2.0 DISTRICT INFORMATION:**

#### **2.01 Osceola County**

Osceola County is a 1,506 square mile area that serves as the south/central boundary of the Central Florida Region and the Greater Orlando Area. The City of Kissimmee, the County Seat, is 18 miles due south of Orlando. Osceola's only other incorporated City, St. Cloud, is 9 miles east of Kissimmee, and approximately 45 miles west of the City of Melbourne on the Atlantic Coast.

#### **2.02 The School Board of Osceola County**

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

The School District is coterminous with Osceola County. The School Board's annual budget 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 Board operates thirty-nine schools, which includes twenty-one elementary schools, seven middle schools, eight high schools, two K thru 8 schools, and one 6th thru 12th grade school. The School Board is also responsible for twelve alternative educational 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.

#### **2.03 The School District of Osceola County Data Network**

The School District's data system is comprised of Cisco networking equipment with 100Mb Fast Ethernet to the desktop. The School District is currently in the upgrade stage of installing Metro-Ethernet between the Administrative offices and school/facility campuses. The computers currently used by School District employees are operating with Windows XP operating systems in a Novell and Microsoft Windows Network environment.

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### 3.0 SCOPE OF SERVICES:

#### **Project Management Software Solution Requirements**

The School District is interested in a web-based, provider-hosted, collaborative Program/Project Management System to manage and control mission critical facility construction projects across all phases to include planning, design, procurement, construction, and operational implementation stages of current and future construction projects. The system should be cost effective, easy to use, and shall improve the overall project delivery process for District facility construction projects. The system shall allow for customization to meet the needs of the School District's Facilities and Maintenance Departments. The system will be shared by School District staff, architects, engineers, and construction managers and/or general contractors. The solution shall provide the School District with a reliable accountability tool to manage documents, schedules and costs, specific to construction processes and to effectively share meeting minutes and communication functions between all associated team members. The solution shall also provide extensive reporting capabilities and shall be owner oriented.

### 4.0 GENERAL TERMS & CONDITIONS

#### **4.01 RFP Closing Date:**

Proposals must be received by the School District of Osceola County's Purchasing Department, 817 Bill Beck Blvd, Building 2000, Kissimmee, Florida 34744-4495, no later than **2:00 p.m., local time, on April 23, 2008**. Proposals received after this time will not be considered.

#### **4.02 Proposed Schedule:**

03/05/08	Release date for Request For Proposal
03/19/08	Pre-proposal Conference
03/26/08	Final date to receive written questions
04/09/08	Release date for answers to written questions
04/23/08	Closing Date
05/07/08	Evaluation of Written Submittals
05/21/08	Presentations
06/03/08	Recommendation to School Board with request for permission to negotiate with the top ranked firm
	Negotiation period
	Submittal of final contract to School Board for approval

#### **4.03 Delivery of Proposals:**

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

School District of Osceola County, Florida  
Purchasing Department, Building 2000  
817 Bill Beck Blvd  
Kissimmee, Florida 34744-4495

Mark package(s) "RFP # SDOC 08-P-085 NM, RFP for Project Management Software Solution"

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**Note:** Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to the Purchasing Department, Building 2000 at the above address. To be considered, **a proposal must be received and accepted in the Purchasing Department before the RFP Closing Date and Time.**

#### 4.04 Pre-proposal Conference:

- A. A pre-proposal conference will be held in the Purchasing Department Conference Room, 817 Bill Beck Blvd., Building 2000, at 9:00 a.m., local time, September 31. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School District's Purchasing Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

#### 4.05 Public RFP Opening:

- A. Only the names of the firms submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Purchasing Department within ten (10) working days of the closing date, by appointment (Florida Statute 119.071 (1) (b)).
- B. A complete tabulation of proposals will be available after it is completed. A copy of the completed proposal tabulation will be available on the Purchasing Department web site at <http://www.osceola.k12.fl.us/depts/Purchasing/index.asp> within ten (10) working days of the Closing date.
- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School District's Purchasing Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

#### 4.06 Proposal Form:

- A. See **Submittal Requirements** for complete details.  
**It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information.**
- B. Each Respondent shall submit seven (7) complete sets of the Bid Submittal:
  - **One (1)** hard copy marked "ORIGINAL"
  - **Six (6)** hard copies marked "COPY"

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- Two COMPLETE electronic copies on CDs in PDF format (Excel spreadsheets shall not be recorded in PDF). **Note solicitation number and name of company must be marked on the CDs.**
- C. If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled “Confidential Materials” along with the solicitation number and name of Company.
- D. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

#### 4.07 Questions Concerning RFP:

- A. Questions concerning any portion of this RFP shall be directed in writing or by e-mail to the Purchasing Representative named below, who shall be the official point of contact for this RFP. Questions should be submitted at least seven (7) days before the closing date.
- B. Mark cover page or envelope(s) "**Questions on RFP # \_\_\_\_\_, Project Management Software Solution.**"  
Submit questions to:  
Neil D. McDonald, Supervisor of Purchasing  
Telephone: 407.870.4625  
Fax: 407.870.4616  
E-mail: *mcdonaln@osceola.k12.fl.us*

#### 4.08 Clarification and Addenda:

- A. It is incumbent upon each Respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 407.870.4616) through the Purchasing Representative named above. The School District will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the Purchasing Department web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Respondent should ensure that they have received all addenda and all amendments to this RFP before submitting their proposal. Please check the Purchasing Department's \_\_\_\_\_ web \_\_\_\_\_ site \_\_\_\_\_ at <http://www.osceola.k12.fl.us/depts/Purchasing/index.asp> for any addenda.**

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#### **4.09 Award:**

The School Board reserves the right to award the contract to the Respondent that the School Board deems to offer the best overall proposal. The School Board is therefore not bound to accept a proposal on the basis of lowest price. In addition, the School Board at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so.

#### **4.10 Other Agencies:**

- A. The Respondent awarded a contract from this solicitation may, upon mutual agreement, permit any school board, community college, state university, municipality or other governmental entity to participate in the contract under the same prices, terms and conditions.
- B. Further, it is understood that each entity will issue its own purchase order to the awarded Respondent.

#### **4.11 F.O.B. Point:**

The F.O.B. points for this contract and for all purchases made under it shall be as specified by the using school/department (in accordance with the RFP proposal form), in Osceola County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / Respondent and the carrier.

#### **4.12 Assignment:**

The awarded Respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the School Board.

#### **4.13 Contract/SLA:**

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued, see attached preliminary draft. The attached draft contract may be revised subject to negotiation between the School Board and the Respondent. Content of the final contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of work as outlined in the RFP along with the successful Respondent's submittal. School Board contracts are subject to review by the Executive Director of Contract Services for determination of legal form and substantive sufficiency.
- B. The Director of Purchasing and Warehouse, Superintendent and the Board Chair are the sole Contracting Officers for the School Board,

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and only they or their designee is authorized to make changes to any contract.

- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order. If there is any question about the authenticity of a Purchase Order the Respondent should promptly contact the Purchasing Department at 407.870.4625.

#### **4.14 Disclosure of Proposal Content:**

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any RFP Submittal does not affect this right.
  
- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a Respondent submits Confidential Materials, the information must be segregated, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the Respondent a "Receipt for Trade Secret Information."

**RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION*, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.**

#### **4.15 Respondent's Responsibility:**

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;



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- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. The Respondent will be responsible for the system as a whole and must be willing to troubleshoot problems to identify cause regardless of source. This service is expected to be inclusive of any warranty support of post-installation service offering, and;
- D. Before submitting a proposal, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the Respondent will rely. If the Respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief.
- E. The Respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the School Board's annual audit.

#### **4.16 Payment Terms:**

- A. The School Board will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt and acceptance of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the School Board will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (45) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.
- C. The School Board has the capabilities of Electronic Funds Transfer (EFT). List on Attachment "K" (Price Sheet), any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.
- D. ***By submitting a proposal (offer) to the School Board, the Respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the Respondent to the School Board for any legal obligation between the Respondent and the School Board.***

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**4.17 Conflict of Interest Form:**

All Respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project.

**4.18 Certificates:**

The School Board reserves the right to require proof that the Respondent is an established business and is abiding by the Ordinances, Regulation, and the Laws of the State of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration, Federal Employers Identification Number.

**4.19 Minor Irregularities:**

The School Board reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests, and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

**4.20 Governing Law and Venue:**

All legal proceedings brought in connection with the final negotiated Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**4.21 Insurance:**

The Respondent, at its own expense, shall keep and at all times maintain during the term of this Contract, Commercial General Liability Insurance issued by responsible insurance companies and in a form acceptable to the School Board, protecting and insuring against all of the following: claims, demands, damages, fees, fines, penalties, suits, proceedings, actions, and costs of actions, etc. Coverage limits of not less than three hundred thousand dollars (\$300,000.00) for bodily injury to or death of one or more than one person and not less than one hundred thousand dollars (\$100,000.00) per occurrence.

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Workers' Compensation – As required by Florida law. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice.

Requirements for Respondents that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

**The waiver mentioned above is included as an attachment to this RFP. Waivers shall be returned with the Respondent's proposal as detailed in the Submittal Requirements.**

Every such insurance policy shall contain a provision whereby every company executing the same shall obligate itself to notify the School Board in writing at least fifteen (15) days before any alteration, modification, or cancellation of such policy is to become effective.

No order for material shall be issued unless and until such liability insurance policy is filed with the School Board. Failure of the Respondent to procure and keep on file with the School Board at all times a liability insurance policy with the limits aforesaid, shall be grounds for the revocation or suspension of the agreement. In the event insurance is canceled and said Respondent does not replace said insurance with other policies complying with the provisions of this ordinance, the agreement shall be automatically revoked and canceled.

#### **4.22 Award Term:**

The School Board is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a contract for an initial five (5) year term with one – three (3) year renewal period and one - two (2) year renewal period.

The award term recommendation will be that which is determined to be in the best interest of the School Board. All renewals will be contingent upon mutual written agreement and, when applicable, approval of School Board.

#### **4.23 Unusual Costs:**

The Respondent may petition the Director of Purchasing and Warehouse at any time for an additional rate adjustment on the basis of extraordinary and unusual

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changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The Director of Purchasing and Warehouse may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The Director of Purchasing and Warehouse shall submit the rate adjustment to the School Board for approval. Any price redetermination shall be solely based upon the documentation provided and the School Board reserves the right to rescind any price relief granted should the circumstances change and prices go down.

#### **4.24 Deviations:**

All proposals must clearly and with specific detail, note all deviations to the **exact** requirements imposed upon the District Requirements, as herein addressed, by the Respondent. Such deviations must be stated on the Proposal Form; otherwise the School Board will consider the subject proposals as being made in strict compliance with said District Requirements the Respondent being held therefore accountable and responsible. Respondents are hereby advised that the School Board will only consider proposals that meet the exact requirements imposed by the District Requirements; except, however, said proposals may not be subject to such rejection where, **at the sole discretion of the School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other Respondents.

#### **4.25 Waiver of Claims:**

Once this contract expires, or final payment has been requested and made, the awarded Respondent shall have no more than 30 calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the Respondent to have waived any right to claims against the School Board concerning this agreement.

#### **4.26 Termination / Cancellation of Contract:**

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, database and database structure, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with ninety (90) days **written** notice to the Director of Purchasing and Warehouse. Failure to provide proper

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notice may result in the Respondent being barred from future business with the School Board.

#### **4.27 Termination for Default:**

The School Board's Contract Administrator shall notify, in writing, the Respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

#### **4.28 Termination for School Board's Convenience:**

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board's Contract Administrator shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the Respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to Respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. The Respondent may cancel the resulting contract with ninety (90) days **written** notice to the Director of Purchasing and Warehousing.

#### **4.29 Incurred Expenses:**

This RFP does not commit the School Board to award a contract nor shall the School Board be responsible for any cost or expense which may be incurred by the Respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Respondent prior to the execution of a contract agreement.

#### **4.30 Post-Proposal Discussions with Respondents:**

It is the School Board's intent to award a contract to the Respondent deemed most advantageous to the School Board in accordance with the evaluation criteria specified elsewhere in this RFP. The School Board reserves the right however, to conduct post-closing discussions with any Respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

#### **4.31 Presentations by Respondents:**

- A. The School Board, at its sole discretion, may ask individual Respondents to make oral presentations, informal telephone

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interviews and/or demonstrations without charge to the School Board.

- B. The School Board reserves the right to require any Respondent to demonstrate to the satisfaction of the School Board that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the School Board and the School Board shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

#### **4.32 Minimum Specifications:**

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular Respondent but to ensure that the School Board receives a cost-effective software solution and high quality support services.

#### **4.33 Compliance with Laws and Regulations:**

The Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Respondent, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Osceola County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

#### **4.34 Indemnification of School Board:**

The Respondent shall indemnify hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from Respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the Respondent to defend at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board, which may result from

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Respondent's performance or nonperformance of services pursuant to the contract.

#### **4.35 Records & Right to Audit:**

The Respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The Respondent shall retain these records for a period of five (5) years after final payment, or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

#### **4.36 Changes in Scope of Services/Work:**

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Respondent that the scope of the project or of the Respondent's services has been changed, requiring changes to the amount of compensation to the Respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Chairman and the Respondent.
- B. If the Respondent believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the Respondent, the Respondent must immediately notify the School Board's Contract Administrator in writing of this belief. If the School Board's Contract Administrator believes that the particular work is within the scope of the contract as written, the Respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the awarded Respondent without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

#### **4.37 Modifications Due to Public Welfare or Change in Law:**

The School Board shall have the power to make changes in the contract as the result of changes in Federal, State of Florida Law and/or Ordinances of the County to impose new rules and regulations on the Respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the Respondent notice of any proposed change and an

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opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Respondent. In the event any future change in Federal, State or County law or the Ordinances of Osceola School Board materially alters the obligations of the Respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Respondent, then the Respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and Respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the Respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Respondent directly and demonstrably due to any modification in the contract under this clause.

#### **4.38 Right to Require Performance:**

- A. The failure of the School Board at any time to require performance by the Respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may procure the services from other sources and hold the Respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

#### **4.39 Force Majeure:**

The School Board and the Respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.



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#### **4.40 Respondent's Personnel:**

The Respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The Respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the Respondent agrees to the following:

- a) The Respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Respondent. The Respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Respondent, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, shall state that such Respondent is an Equal Opportunity Employer.
- c) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Respondent.
- e) The Respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.
- f) Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Respondent or personnel furnished by the Respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Respondent or any employee or agents of the Respondent or personnel furnished by the Respondent, without the prior written consent of the School Board.

#### **4.41 Performance Bond**

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Within ten calendar days from the School Board's approval of the final Contract, the successful Respondent must submit to the School District of Osceola County, Florida, a satisfactory performance bond executed by the Respondent and a Surety Company, in an amount equal to 100% (percent) of the Contract value. The performance bond submitted is to serve as security for performance of contract. If the successful Respondent fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the School District of Osceola County, Florida, reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of 100% of the Contract value will be acceptable. (A personal or business firm check will not be acceptable.) Upon satisfactory completion of the contract, the bond obligation will be considered released or the Certified or Cashier's Check will be returned by the School District of Osceola County, Florida. (In the event an award is made to a successful Respondent for an item or items for an amount of two thousand dollars (\$2,000.00) or less, a performance bond will not be required.)

Should the awarded Respondent not enter into a Contract or upon cancellation of the Contract, the School Board reserves the right to obtain services on the open market as required without competition and for such time until a new RFP can be advertised, received, evaluated, and a Contract awarded.

#### **4.42 Fidelity Bond:**

The Respondent shall be bonded for a minimum of fifty thousand dollars (\$50,000.00) during the term of the contract. This bonding shall cover any incident involving the Respondent's personnel assigned to work in the School District or the same limits. Bonding shall be for both fidelity and honest exposures. A certificate or verification, or both shall be filed with the Purchasing Department and shall be subject to approval before work can commence under this contract. The bond shall either name the School Board as the insured obligee or include an endorsement naming the School Board as an additional obligee and providing for customary property coverage in favor of the School Board. If the Respondent does business as an individual, the bond shall cover said person as an individual as protection to the School Board.

#### **4.43 Claim Notice:**

The Respondent shall immediately report in writing to the School District's Contract Administrator any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to the Respondent's operations at the School Board project site.

#### **4.44 Contract/Respondent Relationship:**

Any awarded Respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent Respondent the awarded Respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Respondent shall be

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responsible for all income tax, FICA, and any other withholdings from its employees or subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Respondent shall not be provided special space, facilities, or equipment by the School District to perform any of the duties required by the contract nor shall the School District pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful Respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto. Any contract awarded as a result of this RFP shall begin the next day, following School Board approval and execution of contract. Renewal periods for one - three (3) year period and one – two (2) year period will be allowed upon mutual consent of the School Board and the awarded Respondent. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent Respondent shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

#### **4.45 Damages:**

Due to the nature of the services to be provided and the potential impact to the School Board for loss of project management data, the Respondent cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or subcontractors. There are no limitations to this liability.

#### **4.46 Commissions:**

In light of FS 624.428, all insurers proposing shall have “an insurance agent of the insurer duly licensed under the law of this state, who shall receive the usual commission due to an agent from such insurer”.

If the administrative component of the Respondent’s fully insured rate includes “standard” commissions or a commission percentage, please fully disclose that amount as a footnote on the fully insured rate pages. Under no circumstance is an insurer to load its rates to pay for additional commissions.

If an agent is named other than a direct employee of the insurer, the School Board reserves the right to rename any agents-of-record, if said agent does not (in the sole

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opinion of the School Board) adequately service the account, as well as to require certain services from independent agents in light of their compensation.

### 4.47 **Proposal Acceptance Period:**

Any proposal in response to this solicitation shall be valid for ninety (90) calendar days after "closing date" of this RFP. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the Proposal Bond. **The School Board reserves the right to request an extension of the proposals if the contract has not been negotiated by another ninety (90) calendar days.**

### 4.48 **FUNDING OUT/TERMINATION/CANCELLATION:**

- A. 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.
- B. 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.
- C. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all Respondents:

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 Respondent.

Such written notice will state:

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

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**4.49 POSTING OF RFP CONDITIONS/SPECIFICATIONS:**

This RFP will be posted for review by interested parties on the School District Purchasing Department web site and will remain posted up to and including the Due Date of this RFP. 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.

**4.50 POSTING OF RFP RECOMMENDATION:**

The recommendation for award will be posted for review by interested parties on the School District Purchasing Department web site 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.

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

**4.52 TOBACCO FREE**

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

**4.53 SCHOOL SECURITY:**

Respondent 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 Respondent (awarded firm) agrees to the following provisions and agrees that the failure of the Respondent 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 contracted Firm of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the

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District's property, said employee/independent Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent Firm, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent Firm or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent 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 device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

3. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-contractors, of any employee, or independent 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 Altering 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 Firm or its sub-contractors' employees/independent Firms, will not be tolerated on the District's property. If any employee/independent 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 Firm shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent Firm, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Firm or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent 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

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allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of the final Contract.

**4.54 LIQUIDATED DAMAGES.**

In case of failure on the part of the Awarded Firm to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School Board of Osceola County or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Contract Administrator, and which the School District of Osceola County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Awarded Firm shall pay to the District, as liquidated damages, the sum of \$500.00 for each calendar day of delay after the assigned substantial completion date of the project. If the actual completion extends beyond the time limit specified for the final completion deadline the liquidated damages shall be \$350.00 for each calendar day for additional time required for final completion of the work, these two (2) sums can run concurrently. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

**4.55 PATENTS AND ROYALTIES**

The Awarded Firm, without exception shall indemnify and save harmless The School District of Osceola County, Florida and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School District of Osceola County, Florida. If the Awarded Firm uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the pricing shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**4.56 LOBBYING:**

**VENDORS, CONTRACTORS, CONSULTANTS, OR THEIR REPRESENTATIVES SHALL NOT MEET WITH, SPEAK INDIVIDUALLY WITH, OR OTHERWISE COMMUNICATE WITH SCHOOL BOARD MEMBER, THE 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, CONSULTANT, OR THEIR REPRESENTATIVES, ABOUT POTENTIAL CONTRACTS WITH THE SCHOOL BOARD ONCE AN INVITATION TO BID, REQUEST FOR QUOTE, REQUEST FOR PROPOSAL, INVITATION TO NEGOTIATE, OR REQUEST FOR QUALIFICATIONS HAVE 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 QUALIFICATIONS, INVITATION TO NEGOTIATE, OR REQUEST FOR PROPOSAL.**

**4.57 RESPONSIVE PROPOSALS, RESPONSIBLE PROPOSERS**

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A responsive proposal is a proposal submitted by a responsive and responsible proposer which conforms in all material respects to the solicitation. A responsive and responsible proposer is a proposer that has submitted a proposal that conforms in all material respects to the solicitation and who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance. Material requirements of the RFP are those set forth as mandatory, or without which an adequate analysis and comparison of proposals is unreasonable or impossible, or those which affect the competitiveness of proposals or the cost to the School District. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons that include, but are not limited to, failing to utilize or complete prescribed forms, modifying the proposal requirements, submitting conditional proposals or incomplete proposals, submitting indefinite or ambiguous proposals, or executing forms or the proposal sheet with improper and/or undated signatures. Proposals found to be non-responsive will not be considered.

Respondents whose proposals, past performance or current status do not reflect the capacity, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible. The School Board reserves the right to determine which proposals meet the material requirements of the RFP, and which proposers are responsible.

#### **4.58 PROTESTS**

- A. Respondents are advised that any and all Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this RFP, and School Board Rules.
- B. ALL Respondents acknowledge that the significant damages and losses that will be suffered by the School District as a result of the time lost and costs associated with an unsuccessful Protest will be difficult, if not impossible to prove. Therefore, any and all Protests must be accompanied by SECURITY in an amount equal to one (1) percent of the total estimated contract value.
- 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." Each such Bond shall be executed by the Respondent, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the Respondent'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 Respondent be successful in its Protest, the SECURITY submitted by that Respondent shall be returned to the Protesting Respondent in full.



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- E. Should the protesting Respondent's protest be unsuccessful, the SECURITY submitted by the protesting Respondent 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 Respondent shall have no right to same or to a refund of any part of same.
- F. If the Protesting Respondent's protest is unsuccessful, and the SECURITY submitted by the Respondent is in the form of a Protest Bond, the Respondent 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 Protest:

In the case of a protest of another Respondent's proposal, the proposal being protested by the protesting Respondent must be rejected by the School Board for the reasons stated in the protesting Respondent's protest.

In the case of the Respondent protesting the rejection of its own proposal, for the protest to be successful, the School Board must award the contract to the protesting Respondent.

#### 4.59 Definitions:

As used in this RFP, the following terms shall have the meanings set forth below:

**Contract:** The document resulting from this solicitation between the School Board and the Contractor, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Contract Administrator:** The Director of Purchasing and Warehouse or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board Chairman, Superintendent or Director of Purchasing and Warehouse.

**Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a proposal for the purpose of obtaining business with the School Board to provide the product and/or services set forth herein.

**Contractor's Project Manager:** The Project Manager has responsibility for administering this contract for the Awarded Respondent and will be designated prior to execution of the contract.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

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**Director:** The Director is the Director of Purchasing and Warehouse for the School Board.

**Exceptions to RFP:** An exception is defined as the Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

**School Board:** The term School Board refers to the School Board of Osceola County, Florida.

**School Board's Project Manager(s):** The Project Manager(s) have responsibility for the day to day administration of the resulting contract for the School Board and will be designated prior to award of the contract.

**Security Administrator:** The School Board will designate a Security Administrator and an alternate who will be responsible for adding and changing user access to School Board's Named software applications.

**System Administrator:** The School Board will designate a System Administrator and two alternates to serve as key points of contact for all requests for service and/or problem reporting for School Board.

### **5.0 SUBMITTAL REQUIREMENTS:**

Proposals shall include all of the information solicited in this RFP, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each area will be scored utilizing an adjectival methodology; Adjectival Rating; Unsatisfactory (0), Marginal (1), Satisfactory (2), Good (3) and Excellent (4). All proposals shall include at minimum:

#### **5.01 Tabbed Sections for the evaluation of the written submittals:**

**Tab 1 RFP Submittal Letter** signed by authorized agent of the business/corporation with proof of authorization from business and signed submittal.

**Tab 2 Qualifications/Experience of Prospective Firms to Provide Required Services: (15 points)**

List the project/entities for which your Firm has provided/is providing services which are similar to those described in the Scope of Services section of this RFP. List all school district projects with similar services contracted within the last three (3) years. In determining which projects are more related, consider: related size and complexity; how many members of the proposed team worked on the listed project; and how recently the project was completed. List the projects in priority order, with the most related project listed first. For each of the listed projects, provide the following information:

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1. Name and location of the project.
2. Nature of the Firm's responsibility on this project.
3. Project owner's representative name, address and phone number.
4. Project user agency's representative name, address and phone number.
5. Number of supported new construction and remodel/renovation projects.
6. Owner's estimated annual budget for work that is currently being managed through the use of the proposed solution.
7. Present project status – percentage of completion.
8. Indicate what experience the Firm, its sub-consultants and proposed staff, have had with education facility projects.

#### **Respondent's Profile**

Respondents shall provide a brief profile of their Firm, including:

1. A brief history of the business, including information evidencing date of incorporation, mergers, location of headquarters and regional offices, number of employees, etc.
2. Organizational structure of business with organizational charts showing the reporting structure for this project.
3. Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.); provide evidence such as incorporation documents, SEC filings, etc.
4. Ownership interests.
5. Active business venues (counties, states, etc.); Indicate where your corporate office is located and where the local support office is located. Due to the nature of the contract, the Respondent's physical distance to the School District will have bearing on the selection. Location relates to response, reviews, coordination, training, and communication.
6. Present status and projected direction of business. Include any plans for future product lines and/or services.
7. The overall qualifications of the business to provide the services requested.
8. The qualifications of the firm's employees who will work on this contract.
9. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
10. Federal Identification Number of firm.

#### **Tab 3 Ability to Provide Service/ Proposed Personnel (10 points)**

Respondent's ability to provide service includes available staff to support the Owner's needs in a timely manner. Respondent shall detail its ability to provide services described in the Scope of Services. The Respondent shall express the general and specific project related experience and capability of in-house staff and any sub-consultants and their functions as it relates to this RFQ.

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The Respondent should name the actual staff to be assigned to this project, describe their ability and experience, and portray the function of each within their organization and their proposed role on this project.

If a joint venture, or prime subcontractor arrangement of two (or more) Firms, the Respondent must indicate how the work shall be distributed between the associated Firms. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

**Tab 4 Past Performance: (10 points)**

Respondents may submit any information they deem appropriate for evaluation of past performance. Respondents shall list all projects for which a contract was signed for professional services in the past three years. Provide the project name, the Owner, and the name and telephone number of the Owner's Representative. Provide detail as to how much experience your Firm has with school district project management software solutions.

Respondents must demonstrate a positive relationship with prior clients on similar projects. Respondents shall submit written recommendations from previous owners and discuss their strategy to provide a positive working relationship with the School District of Osceola County. This strategy must include actual examples of how the Firm has demonstrated their willingness to cooperate and properly coordinate full system implementation with other owners. Also list how much of your client base includes school districts.

**Tab 5 References: (5 points)**

Provide a minimum of three (3) reference letters from owner representatives for projects that your Firm has provided / is providing professional services, which are similar in scope to this RFP. Reference letters shall be current, dated within one (1) year of this solicitation. The reference from the owner representative must be provided on their letterhead, and include details regarding your Firm's role, level of service provided, and how cost competitive your Firm was when negotiating cost proposals. Firms shall list all similar projects for which a contract was signed for professional services in the past three (3) years. Provide the project name, the Owner, and the name and telephone number of the owner's representative. The School District of Osceola County reserves the option of contacting any of the references provided to confirm information provided.

**Tab 6 Scope of Services- Meeting the District's Requirements/System Capabilities (30 points)**

Respondents shall provide detail for each of the areas described below for the Project Management Software Solution. Respondents shall provide a complete Statement of Work detailing their Firm's ability to provide a solution to include but not be limited to the assessment of the District's requirements, system configuration, implementation, system optimization, problem resolution, final testing, training, and owner acceptance.

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The following outlines the preferred minimum requirements for the Project Management Software Solution that the School District of Osceola County's Facilities Department intends to procure and implement.

**A. System Overview:**

Provide a one page overview of your system to include bulleted highlights of the system capabilities.

**B. Hosted Solution:**

Indicate if your proposed system is a provider-hosted solution or an owner-hosted solution. If your system is an owner-hosted solution, provide the exact system requirements to include hardware, software, networking, licensing, uninterruptible power supply requirements, and any other hardware or software item that your firm will require the School Board to purchase, install, configure, etc.

**C. Restricted Web Access:**

The proposed system shall have secure access capabilities. The Superintendent will assign a project manager to control and provide team members with rule defined role access to any specified areas of the proposed solution. Public access shall be limited to a minimum. The system should allow for multiple concurrent sessions. Validate and explain in detail the architecture/security of your proposed solution.

**D. Sharing information:**

The system shall provide security mechanisms for accessing all associated project information. The tracking and routing of the information and the team members' accountability is of fundamental interest to the Board. The system should support an unlimited number of projects across multiple years of Capital funding and allow for project warranty/service management. Validate how this is supported.

**E. Compatibility:**

All system access should coordinate with Microsoft Word, Microsoft Excel, and Internet Explorer within the School Board network. Validate your Firm's proposed solution's compatibility with other software programs.

**F. Users:**

The School District anticipates initial implementation of the system shall include only a few users with the expectation that the number of users shall increase to include the number of users as detailed below. Some users may only have read access to specific pages/reports all based on authority level. Validate your system will accommodate this phased approach.

Type of Users	# of Users
Admin	1
Admin	1
Admin	1

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Project Manager	1
Project Manager	1
Project Manager	1
Project Manager	1
CADD Support	1
Planning	1
Planning	1
Planning	1
Records Clerk	1
Records Clerk	1
Bookkeeper	1
Superintendent	1
Deputy Superintendent	1
Board Members	5
Architect	3
CM Major Projects	3
CM Minor Projects	3
Civil Engineer	3
<b>Total:</b>	<b>33</b>

**G. File Format:**

The system should be capable of, but not limited to, handling text and MS Excel charts, faxes, e-mails, photographs, PDF files, AIA documents, drawing files (AutoCAD, Design CAD, etc.), construction schedules (Primavera, Microsoft Project, etc.) and any other format related to a construction project. System should allow for the manipulating of digital photographs within project reports.

**H. Cost Management:**

The system shall be capable of tracking, managing, identifying, reporting, and controlling all aspects of project budget changes. Provide details about your Firm's proposed solution's capabilities.

The system should have project cost/accounting functionality capable of providing accurate, real-time project cost information. The solution should allow for data collection from the District's financial TERMS system, the viewing of real-time visibility into the pending commitments on a project, and the ability to drill down from cost information to the underlying engineering information.

The system should allow for the storage of financial information to include but not be limited to total budget amount, purchase order number, purchase order amount(s), amount paid to date on each purchase order, and the balance remaining on each purchase order.

The system should allow for the automatic and logical assignment of cost codes, so School District staff can tie purchase orders to budget items. (i.e. Construction Manager, Direct Purchase Orders, Architect, Survey & Tests, IT,

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### **Project Management Software Solution**

etc.) The solution should also have the capability to store dates of payments, purchase order issue dates, etc.

Indicate if your Firm's system can provide for tracking and reporting of the budget during the pre-planning stages of a construction project.

#### **I. Furniture, Fixtures, and Equipment (FF&E) Management:**

The proposed system shall be able to report the status of FF&E for each project by interfacing with the School District's financial system, TERMS. The status report shall include the following key data; such as: FF&E item description, purchase order number, vendor information, cost per item, purchase order total, delivery date, date ordered, owner direct purchase order, budget line, delivery location (building number, room number, etc.).

#### **J. Project Authorization Request Process:**

The system shall be capable of allowing site administrators (principals, etc.) the ability to request projects to be considered for completion. A project request is required for changes or improvements to a building and/or for the purchase of equipment that will require physical connection to a building or its utilities. Any change/addition to a School District facility site plan or foot print will require the submission of this form. The request will serve as the work authorization and accounting document for the project and provide a means to monitor the requests made by each facility. A project requiring the submission of this form is typically any renovation or new construction which meets any of the following criteria:

- changes the function or use of an architectural space and/or
- changes the occupancy of an architectural space and/or
- adds, eliminates or relocates utilities or architectural components, e.g., walls, doors, HVAC, etc.

The project authorization process will include a method for all parties involved with the request and approval process the ability to actively manage the process complete with activity notifications, email updates, and project status views. Clearly state how your Firm's proposed solution provides this functionality.

#### **K. Capital Outlay Program:**

The School Board currently manages an extensive Capital Outlay program whereby special requests for projects to be considered for funding each year are maintained in Microsoft Excel. Graphs and charts are obtained from regular updates and included in a Microsoft Power Point presentation to the School Board. It is the School Board's intent to utilize the project management system to include the management of all capital requests. The system shall have the ability to manage the projects to include cyclical renewal and warranty service. Clearly state how your Firm's proposed solution provides this functionality.

#### **L. Reporting:**

The system shall be able to provide the School Board with a variety of reports including, but not limited to, schedules, budget reports, task progress,

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communications, shared information, distribution, etc. printed or in electronic format. List all reports your Firm's system is capable of providing and provide samples of each.

User configurable reporting capabilities should allow for the easy development of cross-project reporting, baseline reporting, and single project highlight reports to include but not be limited to the date of commencement or notice to proceed, construction start date, substantial completion date, final completion date, Board approved budget, owner direct purchase amounts, all individual change orders and contingency transfers, and the actual construction budget.

Additional reporting features should include Direct Purchase Order reports with the ability to calculate current/accumulated sales tax savings; Project Cost Report to include budget vs. encumbered vs. anticipated and variances; additional miscellaneous reports (i.e. purchase orders by Project/School, by year or month, total payments made per month (by project?) etc.)

Report views should include the ability to configure documents that are manageable in a wide variety of applications therefore allowing for display as a Microsoft Excel document, GANTT chart, etc.

#### **M. Automation of Manual Business Processes:**

System shall be able to manage the various business processes on a project; (RFIs, submittals, transmittals, etc.); easily and graphically monitor daily progress on all projects; allow school principal's or site administrators the ability to request a new project, and track its progress through completion; allow staff, contractors, architects, etc. the ability to work through the entire RFI process. The system shall also allow for the management of communications (alert/notification system) on all projects when a certain activity requires immediate action by a specific person(s) or Firm.

All forms shall be configurable by authorized users. Request type forms shall be configurable to go through an approval process whereby reports can be run to indicate how many project requests are outstanding, who is holding the request, the amount of the requests, any documents attached as part of the request, etc.

#### **N. Automated Document Management:**

System should have a collaborative environment where all documents are shared to all participants in a project, allow for the electronic management and storage of all project documentation to include CAD drawings, O&M Manuals, photos/images, etc.

#### **O. Redundant Storage/Site Backup:**

The system provider shall indicate how their Firm will guarantee continuous access to the solution during operating system upgrades and/or power failures. A redundant storage system of a minimum of two (2) remote sites must be provided. The provider shall provide unlimited storage capacity to archive the projects information from the start to the end of each project. Each project shall



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be stored and accessed independently. The information shall be stored according to School Board requirements.

The provider should supply the School District with an electronic backup system/process capable of providing an appropriate method of data access and retrieval if required, at any time as requested at no additional cost. At the completion of the project, the provider will deliver the compilation of the project documentation and all the information generated during the process. This documentation will be provided in an electronic format and shall be accessible and manageable without the need of any additional software or cost to the School District. The School District shall be the official owner of all project information stored on the system.

**P. Data Import/Export:**

Explain how your proposed system can provide School District staff with export data capabilities and allow for data import into external spreadsheets or data base programs on a per project and on a per phase basis as may be determined by the School District.

**Q. Contractor/Vendor Evaluations:**

Indicate if your Firms system will allow for the management of contractor/vendor evaluations. Describe how the staff will be able to gain access to the system and complete detailed evaluations on the performance of contractors/vendors.

**R. Quality control:**

The School District requires a continual reviewing of the solution after the implementation of the system. At all times, adjustment should be made to meet the District's expectations.

**S. Training:**

Hands-on training shall be provided to the School District Project Manager and the construction team. Start up training shall be provided to the project team members for a number of hours as agreed upon by the School Board and the Awarded Firm and as defined in the final contract documents. The agreed upon training schedule shall include an initial training program and follow-up training as may be required. Outline your proposed training schedule to include a "Train the Trainer" program.

**T. Technical support:**

The School District anticipates that during the implementation, and the following two months, it will be necessary for the Project Manager and the team members to rely on the provider's technical support department. Each Firm shall provide details about their technical support services. Minimal requirements should include but are not limited to availability during regular working hours, 8:00 am to 5:00 pm. Firm's contact person(s), e-mail address, phone numbers, problem tracking access and reports, escalation procedures, etc.

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**U. Solution Implementation:**

The School District expects a joint process between the solution provider and the project team to develop the solution for all projects. Close coordination with the School District technology department as may be required to ensure the proper functionality of the solution. Implementation, testing and acceptance shall be completed on a mutually agreed upon date between the School Board and the Awarded Firm and as defined in the Final Contract document.

**V. Final Acceptance Testing:**

The Service Provider must describe the testing and acceptance process, including the roles of key project personnel. Service Provider shall describe and list a detailed acceptance test plan. Describe the criteria for assuring full system performance and outline how tests will be conducted to demonstrate proper installation, configuration and performance.

**Tab 7 Additional Information: (non-scored)**

Respondents may submit any additional information that may be beneficial for consideration in the selection process. Representative samples of related work may be submitted at the Respondent's option. List any and all examples of other local involvement or support of the School District of Osceola County, Florida, undertaken by the firm and its employees in the past twelve (12) calendar months from the date of issuance of this RFQ. Examples of such involvement or support may include, but are not limited to, participation in the Academy of Construction Technology (ACT) program or Teacher Free Store (Gift for Teaching)

Submittals that do not comply with the above instructions including Selection Criteria will not be considered. All information received will be maintained with the project file and cannot be returned.

**Tab 8 Licenses: (non-scored)**

Those firms located within the Osceola County must include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a Respondent is located within Osceola County, failure to have or obtain an Osceola County Business Tax Receipt prior to the bid/RFP closing date and time shall automatically render a Respondent non-responsive. **Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement.**

**Tab 9 Insurance: (non-scored)**

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Osceola County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

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Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the School Board of liability in the event they are injured while providing goods and/or services to the School Board.

**Tab 10 Financial Statement: (non-scored)**

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

**Tab 11 Conflict of Interest Form: (non-scored)**

All Respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

**Tab 12 Addenda: (non-scored)**

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

**Tab 13 Exceptions: (non-scored)**

Include any/all exceptions taken to the content of the solicitation itself or any contract or legal agreement(s) or document(s) related to the solicitation.

**Tab 14 Confidential Materials: (non-scored)**

All materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

**Tab 15 Pricing: (30 points)**

Completed Proposal Form (Attachment "K")

In order for the School District staff to be able to properly assess the cost of your Firm's proposed solution, provide a complete breakdown of all costs associated with the purchase, implementation, testing, and training. The breakdown of costs for all services required must include software, hardware (if any is necessary), individual licensing, training, labor costs, and any other costs associated with the purchase and implementation of the proposed solution. Each Firm must provide a breakdown to show initial costs, first year costs, and annual support, maintenance, and upgrade costs. List annual cap on any applicable support, maintenance, and upgrade costs. Respondents must also provide a complete list of hourly rates for services to be provided that is outside the scope of the project.

**Tab 16 Drug Free Workplace Certification**

**Tab 17 Debarment Certification**

**Tab 18 Hold Harmless Agreement**

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## **Project Management Software Solution**

### **5.02 Oral Presentations**

Each Firm will be notified of the schedule for the formal presentation. These presentations will be scored using Adjectival Rating times a weighted value; Adjectival Rating; Unsatisfactory (0), Marginal (1), Satisfactory (2), Good (3) and Excellent (4). Each Firm will be allotted one and a half (1-1/2) hours for their presentation; Set-up time; preview of a working system, overview of system, overall approach and methodology of implementation, demonstration of system, and Firm is to cover how they will provide these services; question and answer from both the Select Committee and the Firm; Firm's closing words; and teardown.

Interview agendas will be entirely at the discretion of the prospective Firm; however, the following subjects must be addressed:

#### **Tab 1 System Overview: (25 points)**

Respondents shall provide an overview of the proposed system to include highlights of the system capabilities.

#### **Tab 2 Overall Approach and Methodology for Implementation (25 points)**

Respondents shall demonstrate verbally and graphically, their plan for performing the required services, documenting the services to be provided and showing the interrelationship of all parties to include but not be limited to Respondent's staff, District staff, and all system users. Provide detail to include the Firm's overall approach and methodology to provide a solution to include but not be limited to the assessment of the District's requirements, system configuration, implementation, system optimization, problem resolution, final testing, training, and owner acceptance.

#### **Tab 3 Automation of Manual Business Processes: (25 points)**

Respondents shall demonstrate how the proposed system is capable of managing the various business processes on a project; (RFIs, submittals, transmittals, etc.); easily and graphically monitor daily progress on all projects; allow school principal's or site administrators the ability to request a new project, and track its progress through completion; allow staff, contractors, architects, etc. the ability to work through the entire RFI process.

#### **System Communications**

Respondents shall also demonstrate how the proposed system is capable of allowing for the management of communications (alert/notification system, email updates, and project status views) on all projects when a certain activity requires immediate action by a specific person(s) or Firm.

#### **Contractor/Vendor Evaluations**

Respondents shall provide an overview of how the proposed system will allow for the management of contractor/vendor evaluations. Describe how the District staff will be able to gain access to the system and complete detailed evaluations on the performance of contractors/vendors.

#### **Furniture, Fixtures, and Equipment (FF&E)**

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Respondents shall also provide an overview of how the proposed system is capable of reporting the status of FF&E for each project by interfacing with the School Board's financial system, TERMS. The status report shall include the following key data; FF&E item description, purchase order number, vendor information, cost per item, purchase order total, delivery date, date ordered, owner direct purchase order, budget line, delivery location (building number, room number, etc.).

### **Reporting**

Provide an overview of how the proposed system is capable of generating a variety of reports including, but not limited to, schedules, budget reports, task progress, communications, shared information, distribution, etc. printed or in electronic format. List all reports your Firm's system is capable of providing and provide samples of each. Describe any user configurable reporting capabilities the proposed system will allow.

#### **Tab 4 Ability to Provide Service/ Proposed Personnel: (25 points)**

Respondent's ability to provide service includes available staff to support the District's needs in a timely manner. Respondents shall detail its ability to provide services described in the Scope of Services. The Respondent shall express the general and specific project related experience and capability of in-house staff and sub-consultants and their functions as it relates to this RFQ.

The Respondent(s) should name the actual staff to be assigned to this project, describe their ability and experience, and portray the function of each within their organization and their proposed role on this project. Proposed project staff should be present for oral presentations and/or interview.

If a joint venture, or prime subcontractor arrangement of two (or more) Firms, the Respondent must indicate how the work shall be distributed between the associated Firms. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities and accountability.

End of Section

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**ATTACHMENTS**

**RFP SDOC 08-P-085 NM  
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Attachment "A"

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

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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

\_\_\_\_\_  
PR/Award Number of Project Name

\_\_\_\_\_  
Names and Titles of Authorized Representative(s)

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date

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### 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.



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Attachment "B"

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the 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

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Attachment "C"

\_\_\_\_\_, 2008

**PROPOSAL FORM**

TO: School Board of Osceola County, Florida  
Director of Purchasing and Warehouse  
817 Bill Beck Blvd., Building 2000  
Kissimmee, Florida 34744-4495

The undersigned hereby declare that [firm name] \_\_\_\_\_  
\_\_\_\_\_ have carefully examined the specifications to furnish:

**Project Management Software Solutions**

for which proposals were advertised to be received **no later than 2:00 p.m., local time, April 23, 2008** and further declare that [firm name] \_\_\_\_\_

\_\_\_\_\_ will furnish the **Project Management Software Solutions** according to specifications.

Have you supplied all the Submittal Requirements outlined below?

- Respondent's Profile & Submittal Letter
- Proposal Form
- References
- Licenses / Osceola County Business Tax Receipt
- Insurance
- Financial Statement
- Conflict of Interest Form
- Draft Service Level Agreement
- Debarment Statement
- Drug Free Work Place Certification Form
- Non-Disclosure Agreement
- Hold Harmless Agreement
- Any addenda pertaining to this RFP
- Exceptions
- Confidential Materials (Only if in accordance with Florida Statute)
- Did you include CDs of your submittal, as required in the section entitled **Proposal Form**?

Do you accept electronic funds transfer (ETF)? YES \_\_\_\_\_ NO \_\_\_\_\_

Do you offer a discount for electronic funds transfer (EFT)? YES \_\_\_\_\_% NO \_\_\_\_\_

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The School Board of Osceola County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Request For Proposals No. **08-P-085 NM** and, that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company

\_\_\_\_\_

Per \_\_\_\_\_ (Print name)

Signature \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Dunn & Bradstreet # \_\_\_\_\_ Fed. I.D. # \_\_\_\_\_

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**Attachment "D"**

**Conflict of Interest**

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. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of Osceola County, nor has any outstanding past due debt to the School Board of Osceola County, Florida; and
4. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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)

# RFP SDOC 08-P-085 NM

## Project Management Software Solution

### Attachment "E"

#### Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

*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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

*287.133(2)(b)* A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

*287.134(2)(a)* An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

*287.134(2)(b)* A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), or Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

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Attachment "F"

**NON-DISCLOSURE AGREEMENT**

for

**CONFIDENTIAL MATERIALS**

**RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.***

Reference # \_\_\_\_\_

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School Board of Osceola County, Florida,, a political subdivision of the State of Florida (the "School Board"), and the above named Respondent (hereinafter the "Respondent"). The School Board and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

**RECITALS**

WHEREAS, the Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School Board for the purpose of responding to a request for proposal or otherwise conducting business with the School Board; and

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WHEREAS, the School Board desires to review such materials in order to evaluate the School Board's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School Board that the materials described in the attached Exhibit A (the "Confidential Materials") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School Board agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School Board, the Respondent may disclose additional confidential or trade secret information to the School Board in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the School Board, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School Board acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:

- (a) Information already known or independently developed by the School Board;
- (b) Information in the public domain through no wrongful act of the School Board;

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- (c) Information received by the School Board from a third party who was legally free to disclose it;
- (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
- (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-disclosure by Respondent. In the event that the School Board discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School Board's prior written consent. Further, upon conclusion of discussions or business transactions between the School Board and the Respondent, or at any time upon request of the School Board, Respondent agrees to return such information (including any copies) to the School Board.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School Board's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such



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materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the School Board may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Respondent further understands that the School Board may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the School Board to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School Board in defending the denial of the records request, and shall hold the School Board harmless from any claim for statutory costs and attorneys fees arising from the School Board's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School Board beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School Board be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School Board, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and

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the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the School Board designates the following address for such notice:

School Board of Osceola County, Florida  
Purchasing Department, Building 2000  
817 Bill Beck Blvd  
Kissimmee, Florida 34744-4495

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Respondent and the School Board hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

School Board of Osceola County, Florida      Respondent

BY: \_\_\_\_\_

NAME: *John McKay*

TITLE: *School Board Chair*

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: *Blaine A. Muse*

TITLE: *Superintendent*

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment "G"  
DESCRIPTION OF CONFIDENTIAL MATERIALS

Attachment "H"  
**HOLD HARMLESS AGREEMENT**

**Return this page ONLY if claiming exemption from the  
Worker's Compensation Insurance Requirement**

I, \_\_\_\_\_, am the owner of \_\_\_\_\_, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs less than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board of Osceola County, Florida (the "School Board"), its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

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

COUNTY 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)

Attachment "I"  
**DRAFT**

SERVICE LEVEL AGREEMENT

Between

SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

and

SERVICE PROVIDER.

Request for Letters of Interest #

This is a Service Level Agreement ("Hosting Agreement"), made and entered into by and between SCHOOL BOARD OF OSCEOLA COUNTY, a FLORIDA SCHOOL BOARD, a school district in the State of Florida, hereinafter referred to as "SCHOOL BOARD,"

and

**SERVICE PROVIDER**, a corporation authorized to do business in the State of Florida; hereinafter referred to as "Service Provider."

**WHEREAS**, School Board desires to obtain application hosting services, maintenance for the hosting services to be provided by Service Provider, infrastructure management, site availability, access to other technology resources which include hardware, network, and operating software, and user support for the Service Provider Named software including the modifications thereto, upgrades and enhancements ("Service Provider Software"), which includes ongoing maintenance and support services; and Service Provider desires to provide such application hosting services, application maintenance, application operation, infrastructure management, site availability, access to other technology resources which include hardware, network, and operating software, and user support for the Service Provider Named Software, which includes maintenance and support services to School Board.

**NOW, THEREFORE**, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference), and the mutual representations, warranties, covenants, agreements and payments set forth below, the parties hereby agree as follows:

## **Article 1**

### **Term and Termination**

1.1 This Agreement shall commence and be in effect for and have an initial term of five (5) years which initial term shall begin on the next School Board business day after the date of School Board's Final Acceptance of the System as set forth and described in the final executed contract. Thereafter, this Hosting Agreement may be renewed for one – three (3) year period and one – two (2) year period if so mutually agreed by the parties. In the event of termination of the Hosting Agreement, including any license granted by Service Provider shall automatically terminate.

1.2 This Agreement may be terminated during its initial 5-year term as follows:

(a) School Board's election to terminate it at any time, notice of which election shall be given at least 60 days prior to the termination date (Termination for convenience);

(b) the date which is 30 days after either party notifies the other that the other has materially breached this Agreement, if the breaching party fails to cure such breach within such thirty (30) days;

(c) School Board may terminate this agreement or any part thereof for cause in the event of any default by Service Provider, or if Service Provider fails to comply with any agreement terms and conditions, or fails to provide School Board, upon request, with adequate assurances of future performance. In the event of termination for cause, School Board shall not be liable to Service Provider for any amount for services not accepted, and Service Provider shall be liable to School Board for any and all remedies provided by law. If it is determined that School Board improperly terminated this agreement for default, such termination shall be deemed a termination for convenience.

1.3 The termination of this Agreement shall not relieve either party of its obligation to pay any amounts due to the other party hereunder or relieve Service Provider of its obligation to provide any Service Provider Hosting Agreement Services which are due to School Board as of the date of termination of this Agreement. Should either party terminate this agreement, Service Provider and School Board will cooperate to ensure a smooth transition of School Board data and services to alternate vendor or internal hosting as determined by School Board and School Board data will be provided by Service Provider to the School Board within five (5) calendar days, in an industry accepted format as determined by the School Board at such time the requirement may exist.

## **Article 2**

### **Contract Administration**

2.1 Contract Administrator. The Contract Administrator for the School Board is the Director of Purchasing and Warehouse, or the designee of such Director. The primary responsibilities of the Contract Administrator will be to interpret Terms & Conditions of the Contract, and to assist in any dispute resolutions.

2.2 System Administrator. Each party shall assign a system administrator (the "System Administrator"). The System Administrator of each party shall be responsible for technical and performance matters and the transmission and receipt of technical information between the parties insofar as they relate to the hosting services provided hereunder. Each System Administrator shall endeavor to provide guidance and/or assistance during the course of the carrying out the hosting services. The System Administrators shall (a) be responsible for directly communicating with each other to timely discuss any and all progress reports, changes, delays, and the like; (b) be available for telephone consultations with each other during normal working hours if available; and (c) be available for in-person meetings with each other as may be mutually agreed upon by the two System Administrators. Any change by a party in the designated System Administrator shall be in writing and promptly delivered to the other party's System Administrator. School Board's System Administrator will also designate two alternates to serve as key points of contact for all requests for service and/or problem reporting for School Board. If Service Provider receives a Help Desk call from a School Board employee other than such designated contact, Service Provider will refer the caller to the School Board's designated point of contact.

## Article 3

### License and Ownership

3.1 License to School Board. Service Provider hereby grants School Board a non-exclusive license to use the Service Provider Software during the Initial Term of this Hosting Agreement and all extensions thereof. The Service Provider Software will be used to process data in furtherance of activities related to the Scope of Services. Service Provider specifically recognizes that the Service Provider Software will be used to automate the various activities generally described above. Service Provider agrees that such use of the Service Provider Software by such third parties is an allowable use of such Software, whether or not such use is performed by School Board or its personnel. The parties recognize that, in the event of ambiguity, the non-exclusive license is to be interpreted broadly to allow the administration of functions for the benefit of the other School Board entities (schools/departments).

3.2 Number of Users. Service Provider agrees to have the ability to support an unlimited number of concurrent users, as licensed by School Board as simultaneous users, accessing the School Board Named software front end site via the Internet.

3.3 Service Provider Ownership. School Board shall have no ownership of any patents, trademarks, trade names, inventions, copyrights, know how, and trade secrets related to Service Provider's Hosting Applications or Software except as may be otherwise provided in this Hosting Agreement. School Board's use of Service Provider's intellectual property rights is authorized only for the uses as set forth in this Hosting Agreement.

3.4 Warranties Against Infringement. Service Provider warrants and represents that any services and Service Provider Software provided and/or to be provided to School Board are original with or owned by Service Provider and that no portion of such services or Service Provider Software, or its use by School Board pursuant to the terms of this Hosting Agreement, violates or is protected by the right, title, interest or similar right of any third person or entity, however organized, except as may be set forth in this Hosting Agreement. School Board shall have the quiet and peaceful enjoyment of the use of the Service Provider Software to be supplied by Service Provider for the duration of its license or until its proper and lawful termination, free from interference by any and all parties including Service Provider. If (1) any claim is asserted or action or proceeding brought against the School Board which alleges that all or any part of the Service Provider Software as supplied by Service Provider or the operation or use thereof by the School Board, infringes or misappropriates any United States patent, copyright, mask copyright or any trade secret or other proprietary right and (2) Service Provider is promptly notified in writing by the School Board of such claim, Service Provider shall take the following steps to assure that the School Board can continually use that which Service Provider has delivered to the School Board in the manner delivered or subsequently enhanced or modified:

- (a) promptly replace the offending item or items with compatible, functionally equivalent non-items, or,



- (b) promptly modified the offending item or items to make such non-infringing without impairing School Board's use of Service Provider Software as a whole and as intended; or,
- (c) promptly procure the right for the School Board to continue to use the Service Provider Software in manner used; or,
- (d) if none of the above can be accomplished by Service Provider, promptly refund to the School Board any and all monies paid to Service Provider by the School Board pursuant to this Hosting Agreement or any agreement executed as a result of this Hosting Agreement.

Service Provider shall defend or settle any suit or proceeding against School Board based on any claim that the Service Provider Software used within the scope of this Hosting Agreement infringes on a United States property or proprietary right of a third party provided that:

1. Service Provider is promptly notified in writing of the claim of infringement when School Board obtains knowledge of such claim, and
2. In the event of litigation Service Provider is given complete authority and information required for the defense of same.

Service Provider shall pay all damages and costs awarded in any such action by judgment or court order against School Board or by way of settlement or compromise to which Service Provider is a party, provided however, Service Provider shall have no liability with respect to any suit or claim which School Board does not permit Service Provider to defend.

3.5 Ownership of Data. School Board is the owner of its data and data derived from the use of the Service Provider Software notwithstanding anything to the contrary contained in this Hosting Agreement, the School Board shall have the right to use the Service Provider Software to provide access to the public, to the data base, files or information derived from or resulting from the use of the Service Provider Software and/or to generate reports from such data, files or information or to provide such data, files or information on electronic media to the public where required or allowed by the laws of the State of Florida or other laws allowing disclosure by the School Board. Service Provider acknowledges and agrees that the School Board is the owner and custodian of its information and data, whether or not such is electronically retained and regardless of the retention media and that the use of the Service Provider Software in relation to such information or data does not in any way restrict School Board in the School Board's rights of disclosure of its data and information. Service Provider agrees that no access to the data will be provided except through School Board.

## Article 4

### Service Responsibilities of Service Provider

4.1 Service Provider agrees to provide application hosting services, application maintenance, application operation, infrastructure management, site availability, access to other technology resources which include hardware, network, and operating software, and user support for the Service Provider Named Software, which includes maintenance and support services to diagnose problems, determine proper solutions and provide the implementation of, and/or implement any required solutions, changes, modifications, updates or other services as are necessary to allow the Service Provider Software independently and/or as part of a System that will perform in accordance with its applicable Documentation and/or its Final Acceptance Test criteria as set forth and described within the executed contract, and/or will modify or update the Service Provider Software to such System performance standards and criteria. Service Provider also agrees to provide telephone advice and e-mail assistance by Service Provider support specialists with experience in functional and operational areas of the Service Provider Services regarding issues involving the usage of the Service Provider Services. Service Provider will provide business services in support of the Service Provider Named Software.

### Hosting Service Responsibilities of Service Provider

#### 4.2 Service Provider Named Software System Availability

Service Provider agrees to provide the service in compliance with the following service performance standards. System, server, application, and network availability percentage guarantees are exclusive of scheduled maintenance times identified below.

If for any reason the scheduled down time needs to be changed, both Service Provider and School Board must mutually agree to the change before it will be made.

#### 4.3 System and Application Availability (Named software)

A. Normal Service Availability Schedule (Number of hours available each day):

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	0:00	0:00	0:00	0:00	0:00	0:00	0:00
Stop	22:00	24:00	24:00	22:00	24:00	24:00	24:00

B. Scheduled Events That Impact Service Availability

Times	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Start	6 AM	-----	-----	0:00	-----	-----	-----
Stop	8 AM	-----	-----	2:00 am	-----	-----	-----

#### 4.4 Network Availability

Service Provider agrees to provide 99.97% network availability.

#### **4.5 Server Availability**

Service Provider agrees to provide 99.97% server availability.

### **OTHER PERFORMANCE Standards**

#### **4.6 Infrastructure Management**

Service Provider agrees to support an unlimited number of content changes in a day. Service Provider agrees to maintain the site, server, network, application, and database according to industry standards for Application Service Providers.

#### **4.7 Network Bandwidth/Response Times**

Service Provider agrees to provide packet loss of less than 1%; and less than 60 ms domestic latency. Service Provider agrees to maintain bandwidth to the hosting sites which will provide millisecond response times. Acceptable ranges are one second to eight seconds per transaction.

#### **4.8 Server Load**

Service Provider agrees to provide under 65% CPU utilization; less than 50 ms automatic server rollover. Service Provider agrees to support unlimited transactions volumes generated by traffic to the School Board site.

#### **4.9 Site Hits**

Service Provider agrees to support an unlimited number of site hits to the School Board's Named software web pages, and to capture the number of site hits by page for performance to standards reporting.

#### **4.10 Transactions Processed**

An unlimited number of transactions may be processed to the School Board production database hosted by Service Provider. Service Provider will track the number of transactions occurring by transaction type.

#### **4.11 Software Maintenance**

Service Provider agrees to apply problem fixes and upgrades to the Named software applications as they are needed, within thirty days of such fixes and upgrades becoming available. Service Provider agrees to apply new releases and enhancements to the Named software applications periodically, at least annually.

#### **4.12 Report Execution**

Service Provider Software shall include an ad-hoc reporting tool, and includes various standard reports as detailed in the RFP documents. Service Provider agrees to provide unlimited access to standard reports, and to the ad hoc report development tool, for licensed School Board users. Service Provider agrees to support an unlimited number of queries and reports against the School Board's data for no additional fee. **School Board agrees that Service Provider may put size limits on queries and reports to maintain system performance. School Board agrees that whenever feasible, queries and reports of a size known to impact the database will be scheduled for execution during off hours.**

#### **4.13 System Backups**

The primary purpose for system backups is to help Service Provider provide School Board with timely disaster recovery should the system be rendered inoperative due to hardware or environmental impacts. System restoration performed as a recovery procedure after a disaster is included as a Service Provider service. School Board may request (through their primary point of contact) restoration of individual file(s).

Service Provider agrees to perform full system backups weekly and incremental backups daily. Full system backups include system and user data. Backups will be written to a local backup device with sufficient capacity to handle the data. Service Provider will determine the full and incremental backup schedules as well as the software used to perform the backups.

Service Provider will confirm successful backup execution of the prior period data each day via email to the School Board's System Administrator.

Service Provider agrees to maintain a complete set of backups for School Board's system, including data, at Service Provider's alternate hosting site in (alternate location).

Service Provider agrees that a full system backup, including executables, will be transmitted to a mutually agreeable location following Final Acceptance, and within thirty days after any system fixes, modifications, upgrades, or enhancements are implemented. In addition, incremental backups of School Board data and test content changes will be provided weekly using a mutually agreeable methodology, to a mutually agreeable site.

#### **4.14 Security Requirements**

1. Service Provider agrees to meet Application Service Provider Hosting site standards which include:
  - Two-factor authentication for administrative control of all routers and firewalls used to provide service to School Board.
  - Support for 128-bit encryption and two-factor authentication for the connection from School Board to Service Provider production backbone.
  - Redundancy and load-balancing services for firewalls, routers, and other security critical elements.
  - External penetration tests on at least a quarterly basis.
  - Application or transaction based intrusion detection services.
  - Documented procedures for evaluating security alerts and installing security patches and service packs.
  - Documented procedures for intrusion detection, incident response, and incident escalation/investigation.
  - Background checks on personnel who will have administrative access to components supporting services for School Board.
  - Annual audits of internal network security.
  - Disaster recovery within 72 hours
  - Dual entry circuits for backbone redundancy at the server site.
  - Minimum of two Internet service providers with access lines which do not go through the same Point of Presence.
  - Redundant and duplicate servers for recovery purposes.
  - Controls which ensure separation of School Board data and security information from that of other clients.

- Documented procedures for authenticating callers and resetting access controls.
- 2. Service Provider agrees to maintain and protect the privacy and security of School Board's data according to applicable Florida Statutes and U. S. laws.
- 3. Service Provider agrees to provide data encryption of applicant social security number.
- 4. Service Provider agrees to maintain reasonable data privacy, security, and recovery measures to include Disaster Recovery Programs, physical facilities security, server firewalls, virus scanning software, user authentication, and intrusion detection and prevention.
- 5. Service Provider will conduct full system security checks at least monthly, and will provide a monthly report of the results to School Board's System Administrator.
- 6. Service Provider will report any security intrusion incident which occurs at either of Service Provider's hosting sites to School Board's System Administrator within three calendar days of becoming aware of the incident.
- 7. Service Provider will maintain security agreements with all clients to rigorously protect the security of test materials.

#### **4.15 OTHER HOSTING SERVICES TO BE PROVIDED**

1. Service Provider will provide a production version of the Named Software applications.
2. Service Provider will provide a test/training version of the Named software applications.
3. Service Provider will modify application Web page bi-annually at no charge. School Board agrees that changes requested more frequently than bi-annually will be processed at the fee for professional services rates as set forth in the fee schedule. School Board agrees to provide any copyrights needed for the images School Board provides Service Provider for display.
4. Service Provider agrees to pick up a nightly data feed from the School Board's financial system, populate School Board's Service Provider Named software database with the records, and confirm to School Board's System Administrator via email the status of the data transfer.

#### **4.16 SERVICE LEVEL AGREEMENT PERFORMANCE REPORTING**

**1. Application** - Service Provider agrees to track and monitor application standards to include service status, requests per server process, response times, error rates and types, data transfer volumes, and queue size.

**2. Network** - Service Provider agrees to monitor and track network performance - bandwidth utilization, availability, packet loss, throughput, latency, and bandwidth jitter, traffic patterns, queue size - using tools designed for this purpose. Service Provider agrees to track traffic patterns by user, by time, and by type.

**3. Site Hits** - Service Provider agrees to capture the number of site hits by page for Performance to Service Level Standards reporting.

**4. Transactions Processed** - Service Provider agrees to track the number of transactions occurring by transaction type for Performance to Service Level Standards reporting.

**5. Server Load** - Service Provider agrees to monitor and track CPU load, virtual memory, disk and I/O channel utilization, TCP load for each server allocated in part or in full to School Board system.

**6. System Errors** - Service Provider agrees to track and report application, database, operating system, and server errors to School Board's System Administrator on a periodic basis, at least monthly.

### **7. Performance to Service Level Standards**

Service Provider will provide to School Board weekly a report which includes Performance to Service Level Standards for the most recent week. Performance to Service Level Standards will be tracked on a Sunday through Saturday basis, and the report provided to School Board either on-line or via email to the System Administrator the first business day of the following week.

- Service Provider will provide to School Board monthly a report which includes Performance to Service Level Standards for the most recent month. Performance to Service Level Standards will be tracked on a calendar month basis, and the monthly report provided to School Board either on-line or via email to the System Administrator by the first business day of the following month.
- Performance to Service Level Standards for weekly and monthly reports will include each of the following areas:
  - Named software application availability, service status, requests per server process, response times, error rates and types, data transfer volumes, queue size
  - Site hits by page (Monthly report only)
  - Total number of transactions processed by record type.
  - Average business day response times between 7 AM and 5:00 PM EST during the reporting period.
  - Server load - Average number of users accessing site and server in each 15 minute period, resource usage, dedicated resource available and unused; CPU load, virtual memory, disk and I/O channel utilization, TCP load.
  - Network performance - bandwidth utilization, availability, packet loss, throughput, latency, bandwidth jitter, traffic patterns, and queue size.
  - Usage - traffic patterns by user, by time, and by type
  - Database availability
  - Number of standard reports executed
  - Number of Ad Hoc reports executed
  - Total number of infrastructure changes
  - Average number of content changes each day (24 hour period) for the reporting period.

### **HOSTING CAPACITY INCREASES**

**4.17 Network** - Service Provider agrees to increase network capacity within ten days of such need becoming evident. Service Provider agrees that 60 percent sustained peak utilization of the network connection will trigger an automatic upgrade.

**4.18 Server Load** - Service Provider agrees to upgrade existing servers/hard drive space/RAM or deploy additional servers/hard drive space/RAM dedicated to the School Board system within five days, should transactions/volumes dictate the need.

## Article 5

### Support Service Responsibilities of Service Provider

**5.1 Hosting Service Level Requirements** - Service Provider agrees to provide the following Hosting Service Support, including technical support, prerequisites, procedures for categories of problems, and appropriate contacts for problem reporting. Service Provider shall provide a list of contact names and phone numbers that may be updated upon prior written notice, as necessary, with School Board approval.

**5.1.1. Service Provider Help Desk** - A toll-free end-user technical telephone support (Service Provider Help Desk) will be provided Monday - Friday, from 7 am to 8pm EST, excluding Service Provider's published holidays, not to exceed eight (8) holidays, unless mutually agreed upon in writing by School Board. If support is required by School Board outside of normal operating hours, an on-call help desk representative can be contacted via cellular phone or pager. School Board will be billed based on the fee schedule listed on the Cost Summary Sheet for off-hour support requests via cellular phone or pager.

**5.1.2. Service Provider Technical Support** - The Service Provider Named Software is queried continually by Service Provider and compared for performance speed. School Board's System Administrator and the Service Provider's Technical personnel will be promptly notified of any degraded service state. Service Provider will provide technical support for the Service Provider Named Software.

**5.1.3. Problem Severity Level Definitions** - Unscheduled downtime and any other failure to meet Performance to Service Level Standards shall be assigned a problem severity level based upon the following definitions:

**5.1.3.1 Critical** - All end users have lost connectivity and all or most of the device functionality is lost, the system is not operational, there has been a material security problem detected within the system, or if the ability of authorized users to search, retrieve, and display information is totally absent, and there is no work around.

**5.1.3.2 High** - More than one end user has lost connectivity and much of the system operation is lost, but some functions are active. A critical problem with a reasonable work around may be dropped to high, if mutually agreed to by School Board. Although a work around solution may exist, it is unacceptable for a long-term circumvention.

**5.1.3.3 Medium** - Some functionality on the system is lost, system response time is in excess of two (2) minutes per query over a one hour period, or there is a problem which affects a non-critical part of the system functionality. A high problem can be dropped to medium if an acceptable work around is found, if mutually agreed to by School Board. Although a work around solution may exist it is unacceptable for a long-term circumvention.

5.1.3.4 **Low** - No outage of service is experienced. A medium problem can be dropped to low if an acceptable work around is found, if mutually agreed to by School Board.

5.1.3.5 **Chronic** - A problem that occurs in five isolated incidences during a twenty-five (25) day period of time will be deemed a chronic problem. Any problem which is deemed a chronic problem will be treated in the same manner with the same Problem Resolution Process and Time Frame as a Critical problem. A similar problem which occurs within five days of a problem fix or work around being in place shall be deemed a recurrence of the problem, and shall be counted in the five times occurrence. Should a chronic problem recur following correction, management of Service Provider, at no additional charge or cost, will meet within five (5) business days with School Board at a mutually agreeable School Board location or such other location designated by School Board to discuss the reasons for the failures and to develop a performance improvement plan. Such performance improvement plan will be incorporated into an amendment to this Agreement. Both Service Provider and School Board will take all reasonable steps to mitigate the damage incurred by School Board hereunder, and Service Provider will work with School Board to assist in such mitigation efforts and to achieve the curing of the failure as expeditiously as possible.

5.1.3.6 **Information** - A request for information about products or services by School Board.

5.1.4 **Problem Resolution Process and Time Frame** - Unscheduled downtime (problems) and any other failure to meet Performance to Service Level Standards shall be resolved based upon the following:

5.1.4.1 **Critical** - Response from help desk representative within 15 minutes. School Board's System Administrator and Service Provider's Implementation Manager notified if service level is not restored or problem corrected within 30 minutes. Problem escalated to Service Provider's Programming Group if service level is not restored or problem corrected within forty-five (45) minutes. Service Provider's Senior VP of Client Services notified within one (1) hour. Resolution will be complete within two (2) hours of Service Provider's receipt of service call and/or receipt of sufficient information and assistance needed to replicate the problem, as agreed upon by School Board. School Board's System Administrator shall be kept apprised of the resolution progress at each noted interval.

5.1.4.2 **High** - Response from help desk representative within fifteen (15) minutes. Service Provider's Implementation Manager notified within one (1) hour. Service Provider's Programming Group notified within two (2) hours. Service Provider's Senior VP of Client Services notified within three (3) hours. Within three (3) hours of the initial service call, a mutually satisfactory date and time will be agreed upon in which Service Provider shall have fixed the problem or provided a temporary, acceptable work around (until permanent fix is installed). School Board's System



Administrator shall be kept apprised of the resolution progress at each noted interval.

5.1.4.3 **Medium** - Response within thirty (30) minutes. Service Provider's Implementation Manager notified same business day. Service Provider's Programming Group notified same business day. Service Provider's Senior VP of Client Services notified within twenty four (24) hours if solution or acceptable work around has not been found. School Board's System Administrator shall be kept apprised of the resolution progress every four (4) hours until problem is solved.

5.1.4.4 **Low** - Response from help desk representative within same business day. Implementation Manager notified after three (3) business days if solution or acceptable work around has not been found. School Board's System Administrator shall be kept apprised of the resolution progress every four (4) hours until problem is solved.

5.1.4.5 **Information** - A request for information about products or services shall be satisfied within three (3) business days.

5.1.5 Call Records. Service Provider agrees to maintain records of calls to its help desk by School Board's employees for Service Provider Support Services, which shall include the following:

5.1.5.1 Date and time of receipt of call (or email) from an employee of School Board;

5.1.5.2 Date and time of event giving rise to call (or email), as communicated by School Board's employee;

5.1.5.3 Date and time of commencement of Service Provider Support Services;

5.1.5.4 The Service Provider product requiring Service Provider Support Services;

5.1.5.5 The failure of performance or defect giving rise to the need for Service Provider Support Services;

5.1.5.6 A description of the Service Provider Support Services provided; and

5.1.5.7 Special or additional charges assessed by Service Provider, if any.

School Board maintains a Help Desk for its various systems and data processing functions. School Board will provide Service Provider with available help desk logs and information to assist in Service Provider Support Services if requested by Service Provider.

Service Provider agrees to provide School Board's System Administrator a weekly report of all Call Records detailing the information recorded above, action taken, and call status. Additionally, Service Provider agrees to provide School Board's System Administrator a separate report monthly of all open, unresolved, calls.

Service Provider agrees that an issue reported or service level performance below agreed upon levels is deemed to be corrected when documented evidence of such correction is provided, and School Board and Service Provider mutually agree the issue is resolved or performance has been restored to agreed upon service levels.

## 5.2 **WARRANTIES**

Service Provider warrants that it will provide application hosting services, application maintenance, application operation, infrastructure management, site availability, access to other technology resources which include hardware, network, and operating software, and user support for the Service Provider Named software, which includes maintenance and support services; according to the service performance levels set forth in this agreement.

Service Provider further warrants that the Service Provider Named software and the operating system software residing on the hosted servers are virus free.

## 5.3 **EXCUSABLE DELAYS**

Service Provider shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Service Provider and without its fault or negligence such as, acts of God, acts of terrorism, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays in common carriers. Service Provider shall notify the School Board's System Administrator and Contract Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the particulars in connection therewith. Service Provider shall remedy such occurrences with all reasonable dispatch, and shall promptly give written notice to the School Board's System Administrator and Contract Administrator of the cessation of such occurrence.

## 5.4 **AUDIT RIGHTS**

School Board shall have the right to inspect Service Provider hosting sites on an annual basis. School Board may procure the services of a qualified security contractor to audit the Service Provider hosting site. Service Provider agrees to correct any material breach in performance to service levels disclosed as a result of School Board's inspection of Service Provider facilities within 30 days of notification.

School Board shall have the right to audit Service Provider's service level tracking and reporting mechanisms. Service Provider agrees to correct any defects in service level tracking and reporting mechanisms disclosed as a result of School Board's audit within 30 days of notification.

## Article 6

### OSCEOLA SCHOOL BOARD RESPONSIBILITIES

- 6.01 **Contract Administrator** - Contract Administrator shall be the Director of Contraction Services or designee and will interpret Contract language and Software Level Agreement language.
- 6.02 **System Administrator** - School Board will designate a System Administrator and two alternates to serve as key points of contact for the coordination of all requests for service and/or problem reporting for School Board.
- 6.03 **Security Administrator** - School Board will designate a Security Administrator and an alternate who will be responsible for adding and changing user access to School Board's Named software applications.
- 6.04 **Computer Systems** - School Board is responsible for providing, maintaining and supporting its' own computer systems. Service Provider Named software requires that the end user have, at a minimum, the computer configuration described in the executed contract.
- 6.05 **Data Services** - School Board will provide Service Provider with a nightly data feed from the financial system, as may be required. Such data feed will include records as specified in the Named software interface.
- 6.06 **Fees.** In consideration for Service Provider's agreement to provide application hosting services, application maintenance, application operation, infrastructure management, site availability, and user support for the Service Provider Named Software, which includes maintenance and support services; School Board shall pay to Service Provider a monthly Service Level Agreement Fee for the first month of the Initial Service Provider Service Level Agreement Term and each month thereafter. The Service Provider Service Level Agreement Fee shall be in addition to any fees or charges separately referred to in any Section of this Agreement. The Service Provider Service Level Agreement Fee for the first month of the Initial Service Provider Service Level Agreement Term is set forth within the Final Contract and is due after Final Acceptance. In its sole discretion, Service Provider may increase the monthly Service Level Agreement Fee once each year following the initial term of this agreement by not more than 3% of the amount of the most recent monthly Service Level Agreement Fee paid by School Board. Service Provider shall notify School Board of such increase no later than 60 days before the commencement of such increase. Increases in excess of 3% must be mutually agreed upon by Service Provider and School Board.
- 6.07 **Non-Appropriation of Funds.** School Board's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of School Board Commissioners of Broward School Board. In the event that no funds or insufficient funds are appropriated and budgeted for the Initial Service Provider Service Level Agreement Term, then School Board shall, not

less than 60 days prior to the commencement of the Initial Service Provider Service Level Agreement Term, notify Service Provider in writing of such occurrence. This Agreement shall thereafter terminate and be rendered null and void without penalty, liability or expense to the School Board of any kind. School Board warrants that School Board has requested funding for Service Level Fees set forth in this agreement.

- 6.08 **Bench marking** - School Board and Service Provider agree that annual Bench marking by an independent third party may be used as a mechanism for ongoing price and service level assessments. Based on the results of the Bench marking, School Board and Service Provider may mutually agree to modify the Performance to Service Level Standards, service levels, and/or monthly fees.
- 6.09 **Modifying Service Levels** - The Contract Administrator is authorized to negotiate, and School Board's Director of Purchasing and Warehouse is authorized to execute, amendments to this Agreement for the limited purpose of modifying service levels and/or acquiring additional Services with a maximum cumulative total cost of \$100,000.
- 6.10 **Final Acceptance** - Final Acceptance Test will be completed on the system as whole. The School District and Service Provider will agree on a start date for the acceptance tests but the Final Acceptance Test will not begin until Training has been completed. The length of the acceptance test will be 90 days. The Service Provider must describe the testing and acceptance process, including the roles of key project personnel. Service Provider shall describe and list a detailed acceptance test plan. Describe the criteria for assuring full system performance and outline how tests will be conducted to demonstrate proper installation, configuration and performance.

If the System fails to satisfy the acceptance criteria as set forth in the RFP documents within thirty (30) days after Service Provider informs School Board that Service Provider is ready for acceptance testing to begin, School Board may terminate this agreement. This Agreement shall thereafter terminate and be rendered null and void without penalty, liability or expense to the School Board of any kind.

If Service Provider is unable or unwilling to provide the services at the service levels set forth in this agreement for a consecutive period of thirty (30) calendar days or more, School Board has the right to obtain the Service Provider Named software object code, test content database, current full backup of School Board's data.

School Board of Osceola County, Florida

Respondent

BY: \_\_\_\_\_

NAME: John McKay

TITLE: School Board Chair

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

ATTEST:

BY: \_\_\_\_\_

NAME: Blaine A. Muse

TITLE: Superintendent

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Attachment "J"  
Sample Reports

[ See the four (4) Sample Reports following this RFP document. ]

Attachment "K"  
Price Sheet

The document following the Sample Reports is the document to be used for pricing of the services to be provided by the awarded firm.