

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

Purchasing/Property Records/Warehouse

817 Bill Beck Boulevard, Building 2000 • Kissimmee • Florida 34744-4495

Phone: 407-870-4630 • Fax: 407-870-4616 • www.osceola.k12.fl.us

SCHOOL BOARD MEMBERS

- District 1 – Jay Wheeler
407-390-0505
- District 2 – Julius Melendez
407-922-5113
- District 3 – Cindy Lou Hartig
407-832-3999
- District 4 – David Stone, Vice Chair
407-933-2700
- District 5 – John McKay, Chair
407-957-4056



Superintendent of Schools

Michael A. Grego, Ed.D.

January 12, 2010

SDOC #10-P-053 CB

Provision & Installation of Intercom Systems for the School District of Osceola County, FL

Addendum # 1

(To be attached and become a part of the RFP)

The original solicitation documents shall remain in full force and effect, except as modified herein, and shall take precedence over any contrary provisions in the prior documents. The RFP opening date and time, Thursday, January 28, 2010 at 2:00 p.m. and location will remain the same as stated in original solicitation document.

This addendum is being issued to address questions received and to make revisions to the above referenced solicitation document.

A. The following are revisions to the solicitation document:

Page 43 of 74, Section 3.63, Performance and Payment Bonds shall be amended to read:

The awarded vendor shall furnish within ten (10) days of notification of contract award a 100% Performance Bond, and 100% Payment Bond for projects greater than \$200,000.00, payable to

B. Page 43 of 74, Section 3.64, Wage Price Redetermination.

Replace with the following:

A. The successful respondent may petition the Director of Purchasing and Warehouse, or the designee, for price redetermination within sixty (60) days of the expiration of each term or on the anniversary date of the contract, whichever is specified elsewhere in this RFP. Any price redetermination will be solely based upon changes as documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number will be the base for the first quarter of 2009 as published in April, 2009. The initial redetermination index number will be the index for the first quarter of 2010 as published in April 2010. Refer to Employment Cost Index, Table 5, for total compensation private industry workers, by industry and occupational group @ www.bls.gov/news.release/eci.t05.htm. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. The base figure for service for March 2009 is 106.1. The difference will be the maximum percentage increase allowed. This percentage will be applied to both the rate paid to the respondent's employee and the billed rate. [Example: March 2007 Index = 103.1, March 2008 Index = 106.1: therefore the maximum increase = 106.1 – 103.1 = 3%].

C. Page 45 of 74, Section 3.66, Price Redetermination.

Replace with the following:

The respondent may petition the Director of Purchasing and Warehouse for price redetermination within 60 (sixty) days of the expiration of each term of the contract or on the anniversary date of the contract, whichever is specified elsewhere in this RFP. The School Board may also petition

Student Achievement – Our Number One Priority

Districtwide Accreditation by the Southern Association of Colleges and Schools

School District Main Office: 817 Bill Beck Boulevard • Kissimmee • Florida • 34744-4492 • Phone: 407-870-4600 • www.osceola.k12.fl.us

An Equal Opportunity Agency

the respondent under the same guidelines. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Telecommunications Equipment"– "517110" as published by the Bureau of Labor Statistics which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of March 2009. The initial redetermination index number will be the index for March 2010 as published in May 2010. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. For all periods after the first year, subsequent March indexes will be used. Any price redetermination will include all items awarded.

Respondents shall provide documentation to illustrate what percentage of the price for the product/service is related to the commodity, as the increase shall be calculated based upon the percentage of the cost associated to the cost of the commodity (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to commodity price escalation shall preclude any price redetermination requests relating to commodity costs.

D. Replace Attachment "H" with the Attachment "H" enclosed.

E. Include Attachment "J" RFP Pricing Sheet.

If you should have any questions regarding this addendum, please do not hesitate to contact Charles Brooks, Senior Buyer, the Purchasing Agent responsible for this project at brooksc@osceola.k12.fl.us or by phone at (407) 870-4630.

Sincerely,

Cheryl L. Olson, CPPO, C.P.M., CPM, FCCN
Director of Purchasing and Warehouse Services

CLO/ccb

Acknowledgment of Addendum #1 by Vendor:

This addendum shall be completed by the Vendor and returned with the RFP response. If a RFP has already been submitted, this addendum must be submitted to the above address in a sealed envelope, which is marked on the outside: Addendum to RFP, RFP title and number.

This is to acknowledge receipt of this addendum, which will become part of the RFP document.

_____ NAME (TYPED OR PRINTED)	_____ TITLE
_____ SIGNATURE	_____ VENDOR NAME
_____ DATE	_____ PHONE NUMBER

Attachment "H"
Draft Services Agreement

The School Board of Osceola County, Florida, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4492, ("**School Board**") does hereby retain the services of

_____ with an address of _____
(hereinafter called "**Contractor**") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** **Contractor** shall perform the following services:

Said services shall be completed to the satisfaction of _____
Services shall be considered complete _____.

The **Contractor** will independently perform all services specified above, except as provided otherwise herein. In the event **Contractor** requires the services of other **Contractors**, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to said additional **Contractors** will be required. All intellectual property, work product, outcomes, or processes specially developed for the delivery of services described above shall be the property of the **School Board**.

2. **Location of Services.** Performance of services cited above will be conducted at:

3. **Term.** The term of this agreement shall be from _____ until _____, unless terminated as provided herein, or extended by supplement to this agreement.

4. **Termination.** The **School Board**, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only.

5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive one of the following:

A. A fixed fee of _____.

B. At the rate of _____ per _____ up to a maximum of \$_____ as compensation for all work and services performed for the **School Board**.

Expenses (choose one): _____ are _____ are not authorized. Expenses shall only be incurred as authorized by **School Board** and as provided for by section 112.061, Florida Statutes.

Payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of **Contractor's** invoice and completion of services. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board**.

7. **Insurance and Indemnification.** The **Contractor** agrees to indemnify and save harmless the **School Board**, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the **Contractor**, its agents, employees, or representatives, or arising from any **Contractor** furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the **School Board**. The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department and Purchasing Department of the School District of Osceola County, Florida. The **Contractor** will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The **School Board** reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Osceola County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **Background Check.** The **Contractor** agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**. This background screening will be conducted by the **School Board** in advance of the **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type,

including without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

11. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement.

13. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

14. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable. In witness whereof, the parties hereto, by the undersigned, who are authorized to bind said parties, agree to the terms and conditions herein and attached hereto.

15. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this agreement because of race, color, religion, gender, age, marital status, disability, political or religious beliefs, national or ethnic origin.

16. **Copyrights.** The **Contractor** is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a **Contractor** purchases ownership with grant support. Furthermore, the parties agree that the **School Board** has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this agreement for use within the School District of Osceola County for purposes related to **School Board** business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by **Contractor** may not be copied by the **School Board** provided that such material was copyrighted by **Contractor** before performance under this agreement and was not developed specifically for **School Board** under this Services Agreement.

17. **Access to and Retention of Documentation.** The **School Board**, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the **Contractor** which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and

records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the **School Board** has made final payment and all services have been performed under this agreement.

18. **Debarment.** By signing this Agreement, **Contractor** certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Contractor agrees to notify **School Board** within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 18(a) – (d) above, with respect to **Contractor** or its principals.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

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

CONTRACTOR:

By: _____
 John McKay, Chairman

By: _____

Print Name: _____

Date Approved: _____

Title: _____

Date: _____

ATTEST:

ATTEST:

By: _____
 Michael A. Grego, Ed.D, Superintendent

By: _____

Print Name: _____

Title: _____

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to Risk Management Department.
 New Vendors: Send completed Vendor Certification, W-9, and Vendor Information Forms to Accounts Payable Department.

Index of Exhibits

- Exhibit A- Scope of Services
- Exhibit B- Unit Labor Rates
- Exhibit C- Task Assignment

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT A- SCOPE OF SERVICES

This will be negotiated with the top-ranked firm.

Task Assignments will be issued for all work awarded to the top-ranked firm.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT B- UNIT LABOR RATES

Contractor shall list a complete fee schedule to be referred to when proposing services for each project assigned by the School District of Osceola County. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in the Task Assignment- Exhibit C.

Fees, which shall be inclusive of all overhead of Contractor, for basic services and additional services (only when approved in writing by the School Board), be reimbursed at the following hourly rates:

In the event the Owner requires additional services, _____ (Contractor) will be required to complete a Task Assignment using the following hourly rates:

SEE ATTACHED

(TAB SHEET)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

I. PURPOSE

This is a Task Assignment to the Provision & Installation of Intercom Systems for the School District of Osceola County, FL. Agreement dated _____, 20__ between The School Board of Osceola County, Florida (Owner) and _____ (Contractor) and made a part thereof. The purpose of this Task Assignment is to specify the required services of the Contractor to provide additional services authorized by the School Board's representative, when deemed necessary.

II. METHOD OF COMPENSATION

Payment shall be in accordance with the Services Agreement. Compensation for all services, material, supplies, training and any other items or requirements necessary to complete the work as described herein, shall not exceed _____ DOLLARS (\$0.00) allowing an additional _____ DOLLARS (\$0.00) for reimbursable expenses for a total not-to-exceed fee of _____ DOLLARS (\$0.00) payable at the rates attached hereto. At no time shall work fees exceed said amount of compensation herein without a written and executed Task Assignment.

III. WARRANTY

The Contractor warrants that the plans, specifications, and studies produced as a result of this Task Assignment are complete, correct, and suitable for the purpose intended.

IV. PROCESS

The following Task Assignment Process shall be followed when additional services are required. The Contractor shall provide a complete and detailed proposal to include material and labor, and shall submit its proposal in the following format to School Board for review, revision, and approval.

The Contractor, at minimum, shall be required to provide the following detail in their proposal:

- Attachment 1- Scope of Work
- Attachment 2- Project Schedule
- Attachment 3- Contractor's Project Team Members
- Attachment 4- Total Cost for Services
- Attachment 5- Truth In Negotiation Certificate (*as required per Florida Statutes*)

All Attachments to this Exhibit H are required for a complete Task Assignment to this Professional Services Agreement. The School Board authorizes the Chief Facilities Officer or designee to sign all Task Assignments equal to or less than \$3,000, the Superintendent so sign all Task Assignments less than \$25,000. All Task Assignments equal to or greater than \$25,000 must be approved by the School Board.

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 1- SCOPE OF WORK

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted herein. In consideration of the mutual covenants and agreements set forth in Attachments 1 through 5, School Board and Contractor agree, by signature, to the details negotiated in this Task Assignment.

(Contractor shall provide a complete and detailed written scope of work for the project.)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 2- PROJECT SCHEDULE

This Task Assignment shall commence upon Notice to Proceed and continue until the scope of work is completed and accepted by the District. Said project shall maintain schedule as provided. If schedule is altered due to unforeseen delays the District's Project Manager shall be notified at once. Failure to meet the scheduled completion date may be grounds for Termination for Default.

School Board's Project Manager and Contractor shall negotiate a proposed schedule for the successful and timely completion of the project. Project schedule shall include the proposed start date, substantial completion date, and final completion date.

The date of Final Completion for the Work established by this Task Assignment shall be on or before **XX/XX/XXXX**. Accordingly, the contract period for the Work is established as **XX** calendar days from the Notice to Proceed document (based on **XX/XX/XXXX**).

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 3- CONTRACTOR'S PROJECT TEAM MEMBERS

Contractor shall provide the **name, title, and responsibility** for each of the Contractor's employees proposed to complete the Scope of Work identified in Attachment 1 of this Task Assignment.

(Contractor to attach list of project team members for this project)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 4- TOTAL COST FOR SERVICES

Contractor shall provide a proposal with a total not-to-exceed cost for services, to include a detailed breakdown of material and labor required to complete the Scope of Work (Attachment 1) detailed in this Task Assignment. All labor and material costs for each project shall be complete and detailed, and shall, without limitation, include and identify the number of hours of work by category of workers/professionals performing the service, while adhering to the Unit Labor Rates in Exhibit B.

(Contractor to attach proposal)

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

EXHIBIT C- TASK ASSIGNMENT

ATTACHMENT 5- TRUTH IN NEGOTIATION CERTIFICATE

The wage rates and other factual unit costs supporting the compensation under the Agreement between the School Board of Osceola County, Florida and _____, dated _____, 20__, are accurate, complete and current as of the time of entering into the contract. This Certificate is executed in Compliance with Section 287.055 (5) (a) of the Florida Statutes.

DATED this _____ day of _____, 20__.

By: _____ (affiant's signature)

STATE OF FLORIDA
COUNTY OF OSCEOLA

BEFORE ME, the undersigned authority, personally appeared _____ [*name of affiant and title*] of _____ [*name of Contractor*] who, after first being duly sworn, deposes and says that the foregoing Truth In Negotiation Certificate is true and correct to the best of his/her knowledge, information and belief.

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 2009

By: _____ [*name of affiant*].

He/she is personally known to me _____; or has produced

_____ as identification.

NOTARY'S SIGNATURE AND SEAL

Type or Print Name

COMMISSION SEAL/NUMBER:

Signature

IN WITNESS THEREOF, the above parties have executed this instrument, the name of each party being affixed and these present duly signed by its undersigned representative, pursuant to authority of its governing body

OWNER:
The School Board of Osceola County, Florida

CONTRACTOR:

By: _____
Michael A. Grego, Ed. D., Superintendent

By: _____

Date Approved: _____

Print Name: _____

Title: _____

ATTEST:

By: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

(Insert appropriate signature page.)

ATTACHMENT "J"		
RFP PRICING SHEET		
RFP #SDOC 10-P-053 CB PRICING SHEET		
Service:	Unit Cost	COST
Regular Service Rate		
After Hours Service Rate		
Holiday Service Rate		
Trip Charge		
Installation Labor Rate (per hour):		
Installer		
Technician		
Project Manager		
Elementary School Analog Intercom Headend System:		
All features and components listed in this document to support:		
50 classroom circuits		\$ -
15 office circuits		\$ -
30 hallway/common area speakers		\$ -
20 exterior speakers		\$ -
75 synchronized clocks		\$ -
High School Digital/IP Intercom Equipment		
All features and components listed in this document to support:		
10 buildings		\$ -
100 classrooms circuits		\$ -
25 office circuits		\$ -
75 hallway/common area speakers		\$ -
60 exterior speakers		\$ -

150 synchronized clocks		\$ -
Field Devices:		
Speaker/Baffle Package, Wall Mounted Classroom Speaker, ATLAS SOUND #D161-8 or SDOC Approved Equal		
Speaker/Baffle Package, Ceiling Mounted Classroom/Hallway/Office Speaker, ATLAS SOUND #SD72W or SDOC Approved Equal		
Tile Bridge, Support for Ceiling Mounted Speaker, ATLAS SOUND #81-8R or SDOC Approved Equal		
Enclosure, Back Box for Ceiling Mounted Speaker, ATLAS SOUND #95-8 or SDOC Approved Equal		
Flush Mount Speaker/Baffle, Exterior Speaker/Horn, ATLAS SOUND #VTF-152UCN or SDOC Approved Equal		
Attenuator, Commercial, 10W Stainless, 70.7/25 Volt, Office Volume Control, ATLAS SOUND #AT10 or SDOC Approved Equal		
Call Switch, Plate Mounted, Vandal Proof, Classroom Call Station, ATLAS SOUND #VPB-1A or SDOC Approved Equal		
16 " Synchronized Clock		
Cabling: (installed price per linear foot)*		
West Penn AQC 369		
West Penn 355		
West Penn 291		
* All cabling shall be installed in accordance with SDOC Technology Standards and Specifications. Pricing shall include all pathways, supports, and dressing materials.		
See Design Guidelines web site below for information:		

<http://www.osceola.k12.fl.us/depts/Facilities/documents/SDOCDesignGuidelines10-06-09revision.pdf>