



Date Issued: March 8, 2010

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| <i>Submittal Due Date:</i> Wednesday, April 7, 2010 | <i>Submittal Due Time:</i> 2:00 P.M. |
| <i>Submit Responses To:</i> School District of Osceola County, Florida Purchasing Department 817 Bill Beck Boulevard, Building 2000 Kissimmee, FL 34744 | <i>Purchasing Representative:</i> Kristy L. Rumping, Buyer 1 (407) 870-4611 Office • Fax (407) 870-4618 E-mail: rumpingk@osceola.k12.fl.us www.osceola.k12.fl.us/depts/purchasing |

RFQ # SDOC 10-Q-077 KR-FPC
Construction Manager at Risk for the Phased Comprehensive Construction Project at Highlands Elementary School (Revised Solicitation)

The purpose of this Request for Qualifications (RFQ) is to select the most highly qualified Firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by a Selection Committee consisting of School District staff; the selection committee will make a recommendation and present it to the School Board for approval.

It is anticipated that one firm shall be selected to provide the necessary services for the project outlined in the Scope of Services in accordance with Florida Statute 287.055.

Expressions of interest and qualification data will be received at the School District of Osceola County's Purchasing Department located at 817 Bill Beck Blvd., Bldg. 2000, Kissimmee, FL 34744, **until 2:00 PM on Wednesday, April 7, 2010**. Submittals received after this deadline **will not** be considered for award.

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

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|--|---|
| * DO NOT OPEN * SEALED PROPOSAL * DO NOT OPEN * | |
| RFQ NUMBER: | <u>SDOC 10-Q-077 KR-FPC</u> |
| RFQ TITLE: | <u>Construction Manager at Risk for the Phased Comprehensive Construction Project at Highlands Elementary School (Revised Solicitation)</u> |
| SUBMITTAL DUE ON | <u>April 7, 2010</u> AT <u>2:00</u> P.M. |
| SUBMITTAL ENCLOSED | <u> </u> "NO SUBMITTAL LETTER" ENCLOSED <u> </u> |
| Deliver To: | The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495 |

PURPOSE

This document shall serve to provide interested parties with specific information as to the Procedures for Selection of a Construction Management Firm where the method of compensation is a Negotiated Fee on a Guaranteed Maximum Price or other methods of compensation depending upon the scope of services. Pursuant to Chapter 1013, Florida Statutes, the Florida Consultant’s Competitive Negotiation Act, Section 287.055 Florida Statutes, and Rule 6A-2.0010, Florida Administrative Code, the School District of Osceola County, Florida will consider the contracting of one firm to provide professional services as outlined in the Scope of Services.

In determining whether a Firm is qualified, the School District of Osceola County, Florida shall consider such factors as the ability of professional personnel; past performance; willingness to meet time and budget requirements; location of supporting office; recent, current, and projected workloads of the Firm.

PROJECT DESCRIPTION

The School District of Osceola County is seeking the services of a Construction Manager at Risk Firm for the Phased Comprehensive Construction Project at Highlands Elementary School, located at 800 W. Donegan Avenue, Kissimmee, Florida 34741, as outlined in the Scope of Services.

Project Schedule:

Phase I- Construction of a Replacement Elementary School Building on the Highlands Elementary School Campus.

Construction Start: July 1, 2010
 Substantial Completion: June 1, 2011
 Final Completion: August 1, 2011

Phase II- Comprehensive Renovation of the Highlands Elementary School Campus.

Construction Start: June 1, 2011
 Substantial Completion: December 1, 2011
 Final Completion: February 1, 2012

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|---------------------------------------|---------------------|
| Construction Budget, Phase I: | \$13,000,000 |
| Construction Budget, Phase II: | <u>\$1,500,000</u> |
| Total Construction Budget: | \$14,500,000 |

SCOPE OF SERVICES

The District is interested in selecting a Construction Management Firm with experience in comprehensive (complete) campus renovations, where it is anticipated that the work will entail building a replacement elementary school building; demolishing existing buildings and structures; and remodeling or renovating certain existing buildings and structures to a “like new” condition. The replacement elementary school will be a reuse of the “Osceola Plan” Prototype Elementary School and based on the construction documents previously developed by Schenkel Shultz, Inc. for Elementary School “N.” This school has an attached covered play structure, a gable roof, extended student covered drop off canopy, and the central plant attached to the building. This is a two-story; concrete tilt panel building; with a pitched metal roof; and approximately 106,000 square feet of building area.

The successful firm will be responsible for providing Construction Management Services for the project described above. The scope of required services under the proposed Contract will include full Construction Management Services for construction of the facility mentioned. Services required may include, but are not limited to the following:

1. Enter an "At Risk" contract with all sub-contractors, material suppliers and equipment suppliers necessary for the construction of said facility.
2. Schedule and conduct pre-construction meetings.
3. Provide continuous on site Construction Management services throughout the construction phase. This management shall include, but not be limited to:
 - a. Regular job site meetings.
 - b. Maintain daily on-site project log and schedule reports.
 - c. Oversee quality assurance testing and inspection programs.
 - d. Monitor Construction Management staff and subcontractor work performance for deficiencies.
 - e. Maintain record copy of all contract documents change orders and other documentation on site.
 - f. Oversee Construction Management staff and subcontractor safety programs.
4. Develop, update, and maintain master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
5. Process payment requests for approval.
6. Report potential budget and schedule variances and prepare recovery plans.
7. Coordinate surveyors, special consultants, and testing lab services contracted by Owner as required.
8. Administer post construction closeout, start-up and transition to operation.
9. Provide construction program accounting and reporting to the district as required.
10. The Construction Management firm will be required to work with the architect of record and School District's Project Management Team on the project and submit pay requests for approval, issue Request for Information documents when necessary, and assist the owner and architect as required for the timely completion of the project.
11. The Construction Management firm will be required to work with and coordinate their activities with any third party contracts or contractors that the School District provides for the Project.
12. The School District may elect to include additional services to assist the District in implementing and managing its capital improvement and construction program.
13. The Construction Management Firm will provide the District with pre-construction services as directed by the District, during the design phases of the work, in providing

cost estimating, scheduling, document review, existing building evaluation expertise, permit administration, and other related administrative items necessary to ensure the timely delivery of the project.

SUBMITTAL REQUIREMENTS

Firms interested in providing the required professional services shall submit **one (1)** original, marked "ORIGINAL", **Ten (10)** each marked "COPY", and **two (2) COMPLETE electronic copies on two separate CD's in PDF format**, of the requested qualification data for evaluation.

******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". ******

QUESTIONS CONCERNING RFQ

Kristy L. Rumping is the designated Purchasing Agent and will be responsible for facilitating the entire selection process. Ms. Rumping shall be the sole point of contact for all Respondents. Questions concerning any portion of this RFQ shall be directed in writing (fax and e-mail accepted) to the designated Purchasing Agent as listed below. Questions should be submitted at least seven (7) days before the closing date.

Mark subject line or cover page or envelope "Questions on RFQ # SDOC 10-Q-077 KR-FPC".

Submit questions to: Ms. Kristy Rumping
Purchasing Department
Email: rumpingk@osceola.k12.fl.us
Fax #407-870-4618

Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, 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, consultants, 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 has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Failure by a potential Respondent to ask questions or request changes by the dates indicated shall constitute the Respondent's acceptance of the requirements set forth in this RFQ.

No answers given in response to questions submitted shall be binding upon this RFQ unless released in writing as an addendum to the RFQ.

Failure to provide the required copies and information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall

be received in the School District of Osceola County's Purchasing Department by the advertised deadline. **Each respondent should ensure that they have received any/all addenda and amendments to this RFQ before submitting their proposal. Please check the School District's web site at**

<http://www.osceola.k12.fl.us/depts/purchasing/SolicitationsStaffPublications.asp>, "Current Bid Opportunities- Construction" **for any addenda.** Delivery of a package to any School District location other than the Purchasing Department does not constitute official receipt by the School District of Osceola County. Any package delivered after the advertised deadline will not be considered. Proposals shall be submitted in the order listed below.

In the instance where a specific requirement(s) may not apply to the project in question, a statement must be inserted at the tab location stating the reason(s) of non-applicability.

During the entire solicitation and evaluation process all contact must be channeled through the designated Purchasing Agent. Failure to comply with these procedures shall be cause for disqualification of the Firm's expression of interest.

ECONOMY OF PRESENTATION

Each qualifications package shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the conditions and requirements of this RFQ. Fancy bindings, colored displays, and promotional material are not desired. Elaborate and verbose proposals are discouraged. Special and elaborate printing of proposals beyond that, which is normal for your profession, is discouraged. Information in addition to that specifically requested (i.e. videotapes, photographs, in-depth Firm history, lengthy and repetitive resumes, etc.) is strongly discouraged. The information requested should be submitted in a concise, easy to read format. Emphasis in each qualifications package must be on completeness and clarity of content. To expedite the evaluation of qualifications packages, it is **mandatory** that Respondents follow the format and instructions contained herein. The School District is not liable or responsible for any costs incurred by any Respondent in responding to this RFQ including, without limitation, costs for presentations and/or demonstrations if requested. Applications that do not comply with the instructions including information outlined in the Qualification Package Guidelines will not be considered. All information received will be maintained with the project file and cannot be returned.

QUALIFICATION PACKAGE GUIDELINES

1. To facilitate analysis of its qualifications package, the Respondent shall prepare its qualifications package in accordance with the instructions outlined in this section. If the Respondent's qualifications package deviates from these instructions, such qualifications package may, in the School District's sole discretion, be rejected.
2. The School District emphasizes that the Respondent concentrate on accuracy, completeness, and clarity of content.
3. Cross Referencing - To the greatest extent possible, each section shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross-referencing to other sections of the qualifications package. Information required for evaluation of qualifications, which is not found in its designated section, will be assumed to have been omitted from the qualifications package.

4. Glossary of Abbreviations and Acronyms - Each section shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. If no abbreviations and/or acronyms are used, then a glossary is not required.
5. Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.
6. Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics; and not for pages of text.
7. Binding and Labeling - All sections of the qualifications package should be spiral bound, with section tabs, which shall permit the qualifications package to lie flat when opened. Staples shall not be used.

QUALIFICATION PACKAGE GUIDELINES - TABBED SECTIONS

GENERAL REQUIREMENTS

Qualification Packages will be scored using Adjectival Rating times a weighted value. Adjectival Rating; Unsatisfactory (0), Marginal (1), Satisfactory (2), Good (3) and Excellent (4).

Tab 1 Letter of Introduction and Table of Contents. (non-scored)

A brief profile of the Firm, including a brief history of the company, location, project team location, corporate structure, ownership interest, and the length of company's existence shall be provided addressed in a letter to the Director of Purchasing, not to exceed 3 single-sided pages maximum.

Tab 2 Insurance and Miscellaneous Forms (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 School District of 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.

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 District of liability in the event they are injured while providing goods and/or services to the School District.

Prohibition Against Contingent Fees Statement and Certificate of Debarment Form - See forms included in this package.

Each professional service contract entered into, shall include a prohibition against contingent fees as follows: "The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the School Board shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Conflict of Interest Disclosure Form - See form included in this package.

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

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

Tab 3 **Business Location.**

Revised Business Location language will be provided through an addendum after the School Board approves this revised Business Location language at the next scheduled School Board Meeting of March 16, 2010.

Tab 4 **Business Structure. (weighted value of 10 points)**

Time in Business - Length of time the Firm has been in business under the name as submitted.

Capabilities - Size, resources, and capabilities of responding entity:

- a. Organizational structure of business entity for this program (partners, associates, consultants, sub-contractors, other participation).
- b. Indicate the depth of staff and capabilities from within the organization which can be drawn upon as needed, to include management, professional technical, and support staff.

Certified Minority Business Enterprise – See form included in this package. Provide State of Florida Certified Minority Business documents if applicable.

Licenses and Certificates - Copies of current State of Florida professional registration license renewals for the Respondent's key professional personnel to be used on the project. Respondent shall be properly registered to practice in the State of Florida with the appropriate state board governing the services offered. The Selection Committee may verify the current status with the appropriate state board.

Provide copies of current State of Florida Department of Professional Regulation Construction Industry Licensing Board Certificate of Corporate Authorization showing (1) License No., (2) Certificate of Authorization date and (3) designation of professional(s) qualifying the corporation to practice as a General Contractor.

Tab 5 Financial Strength and Bonding Capability. (non-scored)

The Respondent's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations, and bonding capacity if required), and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project. A certified audit is preferred, but a third party prepared financial statement and the latest D&B report will be accepted. **The statement can be labeled Confidential.** The financial capability shall also include the bonding capacity of the Firm if the applicant anticipates an "At Risk" contract or if your fees exceed \$200,000.00 per project. The Firm shall be required to hold a 100% Performance and 100% Payment Bond on the basis of the Guaranteed Maximum Price furnished pursuant to Section 255.05 F.S. for the project.

Business Information.

All Respondents shall certify and provide a statement that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the School District of Osceola County.

Provide the name, title, address and phone number of the financial officer of the Firm responsible for providing the following information.

For "At Risk" Contracts - Evidence of bonding capacity and ability to obtain multiple performance and payment bonds for projects, which total in excess of \$10,000,000. To be acceptable to the School District as Surety for performance and payment Bonds, a Surety Company shall comply with the following provisions:

- a. The Surety Company must be authorized/licensed to do business in the State of Florida.
- b. The Surety Company shall have been in business and have a record of successful continuous operations for at least five years.
- c. The Surety Company shall have at least A.M. Best Company Policy holder's Rating of "A+ or A" and "Financial Size Category" of Class VII or an equivalent rating from the Insurance Company.

The rating, if any, which exists on the senior debt of the Firm from a national statistical rating service (Moody's, S & P, etc.), and include copies of rating reports on outstanding debts.

Audited financial statements for the most recent three years, including income statement, balance sheet, statements of change in financial position and notes to financial statements. If audited financial statements are unavailable, provide similar un-audited statements.

Disclose any material changes in the business operations of the Firm, including without limitation any pending bankruptcy proceedings, bankruptcies, receiverships, mergers, acquisitions, stock acquisitions or spin-offs which have occurred within the last three (3) years and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the Firm's financial or managerial ability to perform the noted tasks under this Contract.

Litigation - identify all litigation in which your Firm has been a party to legal action (including arbitration, administrative proceedings, etc.) or lawsuits during the last five (5) years involving a client for claims in excess of \$100,000.00. Include a brief legal description of the dispute and its current status. Where the action or lawsuit has involved a guaranteed maximum price contract, please describe the particular circumstances giving rise to the dispute and the actions which your Firm took to attempt to settle the matter prior to and after suit being filed.

Describe in detail any projects within the last three years where liquidated damages, penalties, liens, defaults, cancellations of contract or termination of contract were imposed, sought to be imposed, threatened or filed against your organization.

QUALIFICATION PACKAGE GUIDELINES - TABBED SECTIONS

SPECIAL REQUIREMENTS

Tab 6 Qualification Data – Experience/Understanding the Scope of Services.
(weighted value of 20 points)

The performance of each Respondent with respect to projects comparable in type, size and complexity, as the applicable Project shall be evaluated for the most recent ten-year period. Respondents may submit any information they deem appropriate for evaluation of past performance with projects similar in nature as the one under consideration by the District. List the projects for which your Firm has provided/is providing Construction Management services, which are similar in scope to this project. List all construction projects contracted within the last ten 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:

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. State date - completion/anticipated completion date
5. Size of project - gross area of construction, number of facilities, etc.
6. Cost of project - construction cost
7. Project type - new construction; remodeling/renovation
8. Work for which staff was responsible

9. Present project status - percentage of completion
10. Listing of the Firm's project manager and other key professionals on the listed project. Of this staffing, identify personnel assigned to this project.
11. The name, address and telephone number of the project architect.
12. Indicate why Construction Management was chosen for each project?
13. Indicate traditional CM responsibilities or CM at Risk.
14. Indicate what experience the Firm, its sub-consultants and proposed staff, have had with education facility projects and Florida Department of Education projects.

Tab 7 **Project Approach. (weighted value of 10 points)**

Among other items explain your approach to inspections, quality assurance, and cost control.

1. Respondent shall present a plan setting forth the approach and program for implementing and carrying-out Construction Management services; information management systems, document control, records management, procurement of equipment and supplies, stimulating bidding by and engagement of local trade contractors, project status reporting and project administrative services.
2. Respondent shall describe their safety program, safety record, and safety litigation record as a contractor and/or construction manager.
3. Respondent shall describe how the proposed organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability.

Tab 8 **Methodology. (weighted value of 15 points)**

The Respondent's demonstration of a coherent and specific plan for completing this project within the project parameters; documenting the services to be provided; and showing the interrelationship of all parties. Respondents shall describe their scheduling methods, approach and plan for implementing Construction Management Services, and program for construction quality assurance and schedule adherence.

For three of the projects listed under **Qualification Data**, Respondents shall draw parallels between these projects and the listed project in the following areas:

1. Describe the way in which your Firm developed and maintained project schedules. Include specific examples of scheduling challenges, and how your Firm helped solve them. Submit an example of a project schedule.
2. Describe the types of records, reports, monitoring systems and information management systems, which your Firm used in the management of each project. Provide examples of each report used.

3. Describe the way your Firm maintained quality control during the preconstruction and construction phases. Provide specific examples of how these techniques were used.
4. Describe specific Construction Management services you have provided and how they helped your client in terms of cost, quality, schedule, safety, etc.

Tab 9 Scheduling and Cost Control. (weighted value of 10 points)

The Firm's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted. A comparison of the Firms' project profile should indicate their ability to hold to original schedules and budgets. Provide narrative responses to the following questions and statements:

1. Describe your use of computer-generated schedules for the management of construction.
2. Describe the details of your construction scheduling throughout the process of the project.
3. Describe your process of managing shop drawings.
4. Describe your process of coordinating the development of schedule information from subcontractors?
5. Describe your process with the management of crew loading and coordinating construction scheduling with adequate resources.
6. Describe your process with the cost loading of schedules.
7. Attach a sample schedule which best illustrates your overall scheduling capabilities.
8. Describe your experience with a contract where your construction scheduling required coordination with another major contractor hired by the owner on the same site.

Tab 10 Organization Chart/Proposed Team/Resumes. (weighted value of 20 points)

Provide a detailed organization chart describing your proposed organizational structure for this project, indicating key personnel and their relationship to this project and other team members. It should be understood that it is the intent of the School District to insist that staff indicated as the Project Team in this RFQ response actually execute the 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.

The Firm(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. Provide brief resumes of key personnel to be assigned to this project. Respondents shall provide resumes for all professional staff (name, address, phone number, and e-mail address) assigned to the project including job skills, education, training and experience. Replies must include current AIA A305 form with information on all professional level personnel who would be assigned to the Project. Proposed project staff should be present for oral presentations and/or interview. List the following information for all Office Staff and On Site Staff:

1. Name and title
2. Job assignment for other projects
3. Percentage of time to be assigned full time to this project
4. How many years with this Firm
5. How many years with other Firms
6. Experience
7. Types of projects
8. Size of projects (dollar value and square foot of project)
9. Specific project involvement?
10. Education
11. Active registration (P.E., R.A., G.C., etc.)
12. Other experience and qualifications that are relevant to this project
13. Note which projects were fast tracked

Describe the capabilities of your staff to provide the technical services required for:

1. Options analysis
2. Design review
3. Budget estimating
4. Value Engineering
5. Life cycle cost analysis
6. Construction scheduling
7. Quality control (Design & Construction)
8. Constructability analysis
9. Cost control
10. Change order negotiation
11. Claims management
12. Project close-out
13. Transition planning
14. Security systems

15. Safety

Tab 11 **References.** (weighted value of 8 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 RFQ. 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. Letters from School District of Osceola County staff shall not be considered.

Tab 12 **Draft Contract, Miscellaneous Information and Addenda** (non-scored)

All exceptions to the attached draft contract must be included in this section. If exceptions to the contract are not included in the submittal, it will be the School District's understanding that your Firm will accept the contract as presented in this RFQ.

District's Project Management System- The School Board has recently completed negotiations with e-Builder, Inc. to provide a web-based Project Management Software Solution for the Facilities Division. The Facilities Division will leverage e-Builder to allow all project team members to centrally manage all construction and renovation projects by centralizing and streamlining the management and retention of all construction project documents and communications that are necessary to track project data. The e-Builder Project Management Solution will streamline a broad range of business processes to mitigate delays and provide District Leadership and the School Board real time visibility into the status of all projects using the system's integrated reporting engine and executive dashboards. For more information on this solution, please visit www.e-builder.net. Please submit a statement indicating your firm's ability and commitment to utilizing this project management software solution and/or any concerns or issues that would prevent your firm from using the software.

Miscellaneous Information/Local Involvement- 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. Provide supporting documentation if your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act. 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).

Addenda Acknowledged- Any and all addenda shall be acknowledged in this section.

SELECTION PROCESS

1. The Selection Committee will review all proposals received on time and score the proposals in accordance with the criteria listed in this RFQ. In addition to the materials provided in the written responses to this RFQ, the School District may request additional material, information, references, interviews or presentations from the Respondent(s) submitting qualifications packages. The District may decide to conduct interviews instead of having formal presentations with selected Firms, should it be required or warranted. Pursuant to F.S. 287.055, for the services to be performed under this resulting contract, the School District shall evaluate current statements of qualifications and performance data on file with the School District, together with those that may be submitted by other Firms regarding the services to be performed under this resulting contract, and shall conduct discussions with, and may require public presentations by, no fewer than three (3) Firms regarding their qualifications, approach to providing the services, and ability to furnish the required services. Discussions may be held between the Selection Committee and the Firms selected for interview based upon data submitted by each Firm. Firms will be notified in writing as to whether or not they have been selected for an interview or oral presentation.
2. The School District, at its sole discretion, may ask any Respondent to make an oral presentation and/or demonstration without charge to the School District. The School District reserves the right to require any Respondent to demonstrate to the satisfaction of the School District that the Respondent has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the School District, and the School District shall be the sole judge of compliance.
3. The School District reserves the right to conduct discussions with any Respondent(s) who has (have) a realistic possibility of Contract award.
4. Respondents are cautioned not to assume that they will be asked to make a presentation and should include all pertinent and required information in their original qualifications package.
5. Following the interviews the Respondents will be evaluated, based on their submission, references, and presentation. A final ranking of Respondents will be determined based on their interview or presentation.
6. Once the Selection Committee has ratified the final rankings, the School Board shall engage, or authorize one or more persons to engage, the highest ranked Finalist, or Designated Finalist, in negotiations for purposes of executing a Contract. In doing so, the School Board or its designee shall determine and negotiate compensation that is fair, competitive, and reasonable for the services to be supplied.
7. Should the School Board or its designee be unable to negotiate a satisfactory Contract with the highest ranked Finalist, or Designated Finalist, at a price the School Board or its designee determines to be fair, competitive and reasonable, the School Board or its designee shall formally terminate negotiations and then undertake negotiations with the next highest ranked Finalist, or Designated Finalist. Failing accord with the second most qualified Firm, the School Board or its designee shall formally terminate negotiations with such Firm and then undertake negotiations with the next highest ranked Finalist.

**GUIDELINES – INFORMAL INTERVIEWS/ORAL PRESENTATIONS
EVALUATION FOR SHORT LISTED FIRMS:**

If the Selection Committee requires oral presentations, each Firm will be notified of the schedule for the formal presentation, questions and answers, and setup and breakdown. Informal Interviews/Oral Presentations will be scored using Adjectival Rating times a weighted value. Adjectival Rating; Unsatisfactory (0), Marginal (1), Satisfactory (2), Good (3) and Excellent (4). The weighted values may be revised by the Selection Committee at the Short List meeting.

Interview agendas will be entirely at the discretion of the prospective Firm with an emphasis delineating why/how your Firm's strength/performance on three (3) similar projects positively impacted the success of the project with regards to the following subjects:

1. Qualifications of Prospective Firms to Provide Required Services- (weighted value 20)

Relevant experience in related experience for K12 public and private school capital facility programs that have contracted with the prospective Respondent directly or that the prospective Respondent has worked on through a sub-contract in the last five years. Provide contact name, address, phone number and fax number.

The Firm must demonstrate a positive relationship with prior clients on similar projects.

The Respondent 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 Respondent has demonstrated their cooperation with other owners. The School District of Osceola County reserves the option of contacting any of the references provided to confirm information provided.

School District of Osceola County staff will provide input on a Firm's past work performance and information from District Project Managers if available.

2. Overall Approach and Methodology- (weighted value 20)

The Respondents should demonstrate verbally and/or graphically, their plan for performing the required services, documenting the services to be provided and showing the interrelationship of all parties.

Respondents shall demonstrate their familiarity and knowledge of the prototype design, describing constructability challenges. Respondents shall describe site specific logistical challenges that may be inherent to the location and layout of the site to include specific topographical and geotechnical issues, if any. Respondents should also provide detail on their recommendations for any possible improvements to the site layout, building design, and possible environmental and logistical issues, (if any).

Respondents shall demonstrate how specific experiences on similar past projects, related to budget management, change order management, communication/information management, and problem solving techniques has prepared their team to better manage budget, schedule, and quality specific to this project.

Respondents shall be prepared to answer detailed questions to the specific examples utilized.

3. Experience and Qualifications of Personnel- (weighted value 20)

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 (Certified Building Officials, Building Code Inspectors, and Plans Examiners) 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.

4. Project Scheduling- (weighted value 20)

As a part of the project approach, the Respondent's should propose a scheduling methodology for effectively managing and executing the work within the optimum timeframe. The Respondents should indicate their procedure for scheduling and for compliance controls. The Respondents should describe any representative current projects and the projected, versus the actual, schedule of each. The Respondent's response must address the feasibility of its firm to complete their tasks as they may relate to keeping the project on schedule within the timeframe defined herein.

5. Knowledge of the State Requirement for Educational Facilities (SREF) and Typical School District Procedures- (weighted value 10)

The Respondents should demonstrate their knowledge of SREF, local codes and ordinances, and an understanding of how school districts operate in the State of Florida. Firm's should discuss the details of specific projects where the firm was responsible for Florida Building Code and SREF inspections, plans review and experience level of assigned personnel who may fulfill this requirement.

6. Cost Control/Value Engineering- (weighted value 10)

As part of its services, the Respondents should indicate knowledge and experience in the evaluation of building systems, construction techniques and the recommendations of materials to create an optimum value in meeting the design requirements.

7. Financial Strength and Bonding Capability. (Pass/Fail)

The Respondent's financial capability is to be expressed in the financial statement (audited financial information current within the past twelve months, such as a balance sheet and statement of operations, and bonding capacity if required), and should indicate the resources and the necessary working capital to assure financial stability through the completion of the project. A certified audit is preferred, but a third party prepared financial statement and the latest D&B report will be accepted. **The statement can be labeled Confidential.** The financial capability shall also include the bonding capacity of the Firm if the applicant anticipates an "At Risk" contract or if your fees exceed \$200,000.00 per project. The Firm shall be required to hold a 100% Performance and

100% Payment Bond on the basis of the Guaranteed Maximum Price furnished pursuant to Section 255.05 F.S. for the project.

TERMS AND CONDITIONS

1. The School Board has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, 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 District to do so.
2. The School Board reserves the right to make award to the response deemed to be most advantageous to the School District.
3. The School Board reserves the right to award the Contract to the next most qualified Firm if the successful Firm does not begin the contracted services within the prescribed fifteen (15) days or if an acceptable fee can not be negotiated.
4. The successful Firm shall not discriminate against any person in accordance with federal, state, or local law.
5. The School Board reserves the right to award the Contract to a single Firm or make multiple awards to multiple Firms.
6. Firms will be notified in writing as to whether or not they have been selected for this Contract.

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 and School District Standards. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

INSURANCE REQUIREMENTS

Insurance, Licenses and Certificates

The Firm agrees to provide and maintain at all times during the term of any agreement resulting from this RFQ, or for such longer periods as may be required, without cost or expense to the School District of Osceola County, policies of insurance insuring the Firm against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Firm under the terms and provisions of this agreement. The Firm shall secure and maintain, at its sole cost and expense during the contract term, insurance coverage as outlined in the attached draft contract.

Firm shall indemnify and shall hold School Board and School District harmless as provided in draft contract attached hereto as "Draft Contract".

A certificate of insurance indicating that the Firm has coverage in accordance with the requirements herein set forth shall be furnished by the Firm to the School District of Osceola County along with their qualification data. **The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein.**

Firm agrees that the School District of Osceola County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the Purchasing Representative. Firm agrees that the Insurer shall waive its rights of subrogation, if any, against the School District. These shall be completed by the authorized Resident Agent and returned to the Purchasing Representative.

Upon award: This certificate shall be dated and show:

- A. The name of the insured Firm, the specified job by name, name of the Insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the School District of Osceola County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. **The School District of Osceola County shall be named as an additional insured on General Liability Insurance.**

Loss Deductible Clause: The School District shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Firm and/or sub-consultant providing such insurance.

DISCLOSURE OF PROPOSAL CONTENT

- A. All material submitted becomes the property of the School District of Osceola County and may be returned only at the District's option. The School District has the right to use any or all ideas presented in any reply to this Request for Qualifications. Selection or rejection of any Proposal does not affect this right.
- B. The School District of Osceola County, Florida, is governed by the Public Records 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 District for 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 District 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 District shall execute the Agreement and send the Respondent a "Receipt for Trade Secret Information."

EXPENSES INCURRED This invitation does not commit the School District of Osceola County to award a contract. Nor shall the School District be responsible for any cost or expense incurred by any Respondent in preparing and submitting a reply, nor for any cost or expense incurred by any Respondent prior to the execution of a contract agreement

AMERICANS WITH DISABILITIES ACT Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings and meetings should contact the School District of Osceola County's Purchasing Department in Kissimmee, Florida at telephone (407) 870-4630 or fax (407) 870-4616 at least five (5) days prior to the date accommodations are required.

RESOLUTION OF BID PROTESTS

The School Board Rule 7.70.V shall be followed as outlined below for the resolution of any bid protests:

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

The notice shall contain the following statement:

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

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

formal written protest shall be filed in the Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

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

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

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

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

DEFINITIONS

Consultant - Independent contractors who are considered to have education, specialized knowledge, experience or abilities not generally available within the School District. This includes but is not limited to: accountants, actuaries, appraisers, architects, artists, auditors, counselors, designers, economists, educators, engineers, financial analysts, lobbyists, management and systems analysts, medical practitioners, planners, promoters, researchers, scientists, sociologists, surveyors, trainers, and other professionals as designated by the Purchasing Director.

Contract – Agreement between the Respondent and the School District of Osceola County for services as defined in the Scope of Services.

District – The School District of Osceola County.

Firm - Any business Firm that will be or has been awarded a contract by the School District.

Florida Statute 2007 - A permanent collection of state laws organized by subject area into a code made up of titles, chapters, parts, and sections. The Florida Statutes are updated annually by laws that create, amend, or repeal statutory material.

Insurer – Insurance Company who provides insurance coverage as specified in this RFQ.

Owner - The School District, School Board, and or designated representative(s).

Project Architect - The Project Architect role usually indicates the individual who is responsible for overseeing the Architectural aspects of the development of the design and production of the construction documents ("plans") and specifications. The position generally involves coordinating the needs of the School District, designer and technical staff, and outside consultants such as Structural Engineers, Mechanical Engineers, Civil Engineers, and Landscape architects.

Purchasing Representative – Director of Purchasing & Warehouse or designee for the School District of Osceola County, Florida.

Respondent - The person, Firm, or corporation who submits a response.

School Board - The Osceola County Schools Board Members

School District- The School District Osceola County, Florida.

School District Project Manager - The user department Project Manager for the project.

Scope of Services - The complete details of the services involved in the design, fabrication, and assembly of the components of a project's deliverables into a working product.

State Requirements For Educational Facilities (SREF) - The SREF is generally organized by sequence of steps required in the facilities procurement process and covers general definitions, property acquisition/disposal, finance, lease and lease-purchase, historic buildings, program development, professional services, inspection services, design standards, and inspection standards.

REFERENCES

Florida Board of Professional Engineers- <http://www.fbpe.org/>

Florida Building Code- <http://www.floridabuilding.org>

Florida Department of Education (FDOE) - <http://www.fldoe.org>

Florida Statute 2006- <http://www.flsenate.gov/Statutes/index.cfm>

Osceola County Educational or Ancillary Specifications

State Requirements For Educational Facilities (SREF) -
<http://www.firn.edu/doe/rules/begin.htm>

PROJECT MILESTONE

| | | |
|-----------|----------------|---|
| | | Legal Advertisements |
| Sunday | March 7, 2010 | Legal Advertisement Orlando Sentinel |
| Monday | March 15, 2010 | Legal Advertisement Orlando Sentinel |
| Monday | March 22, 2010 | Legal Advertisement Orlando Sentinel |
| Wednesday | April 7, 2010 | Responses to RFQ due 2:00 PM |
| | | Location: The School District of Osceola County Purchasing Department 817 Bill Beck Boulevard, Bldg 2000 Kissimmee, Florida 34744-4495 |
| Thursday | April 8, 2010 | Submittals Distributed to Selection Committee Members for Review |
| Wednesday | April 14, 2010 | Selection Committee Meeting to Review and Short List for Oral Presentations and/or Interviews 9:00 AM |
| Wednesday | April 14, 2010 | Notification of Selected Short List Candidates |
| Friday | April 16, 2010 | Site Visits for Short Listed Firms (optional) 9:00 AM |
| Friday | April 23, 2010 | Short List Oral Presentations and/or Interviews Presentations may be presented before the Selection Committee and possibly the School Board Location: The School District of Osceola County Facilities Department Conference Room 809 Bill Beck Boulevard Kissimmee, Florida 34744 Time: 8:00 AM – 4:00 PM |
| Tuesday | April 27, 2010 | School Board Meeting Construction Workshop; Ratification of Ranked Finalists |

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY that

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized
representative of the Firm of (*Firm Name*)
_____ whose address is
_____, and
that I possess the legal authority to make this affidavit on behalf of myself and the Firm
for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the Firm have any conflicts of
interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project;
and,

3. This proposal is made without prior understanding, agreement, or connection with any
corporation, Firm, or person submitting a proposal for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (*List*)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____

STATE OF _____

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

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

**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, nor Section 287.134, Florida Statutes.
- 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.

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The respondent, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

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)



NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFQ/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.*

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School District of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Respondent (hereinafter the "Respondent"). The School District of Osceola County 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 District of Osceola County for the purpose of responding to a request for proposal or otherwise conducting business with the School District; and

WHEREAS, the School District desires to review such materials in order to evaluate the District'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 District and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the School District 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 District for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School District 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 District, the Respondent may disclose additional confidential or trade secret information to the District 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 District, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School District 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 District;
 - (b) Information in the public domain through no wrongful act of the School District;
 - (c) Information received by the School District 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 District 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 District's prior written consent. Further, upon conclusion of discussions or business transactions between the School District and the Respondent, or at any time upon request of the School District, Respondent agrees to return such information (including any copies) to the School District.

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 District's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such 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 District 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 District 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 District to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the School District in defending the denial of the records request, and shall hold the School District harmless from any claim for statutory costs and attorneys fees arising from the School District'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 District 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 District 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 District, 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 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 District designates the following address for such notice:

The School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744

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 District 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 District of Osceola County, Florida

Respondent

BY: _____

BY: _____

NAME: Dr. Michael Grego

NAME: _____

TITLE: Superintendent

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS

**EXHIBIT A
DESCRIPTION OF CONFIDENTIAL MATERIALS**

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 District of Osceola County, Florida, 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 the School District of Osceola County, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the School District of Osceola County 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 District of Osceola County 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 District of Osceola County 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)

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

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

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

RFQ # SDOC 10-Q-077 KR-FPC

Solicitation Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

Certified Business Program Reciprocity Affidavit

The School District has implemented a process to track specific categories of certified businesses (minority, women and/or service disabled veterans) as listed below and will accept certifications from the State of Florida Office of Supplier Diversity as well as certifications from other government agencies.

| | | | |
|---|---|--|--|
| <u>CERTIFIED BUSINESS CATEGORIES (Check One)</u> | | | |
| <input type="checkbox"/> Asian American (A) | <input type="checkbox"/> African American (B) | <input type="checkbox"/> Hispanic American (C) | <input type="checkbox"/> Native American (D) |
| <input type="checkbox"/> American Woman (E) | <input type="checkbox"/> Service Disabled Veteran (V) | | |
| Certifying Agency Name: _____ | | *Certification Number: _____ | *Expiration Date: _____ |
| Attach copy of Certification from Certifying Agency | | *Required Information | |

By signing and submitting this affidavit and business certification copy, I acknowledge individually and on behalf of the applicant business that the applicant and I understand that:

- The attached business certification is a copy of an official business certification as issued by the State of Florida Office of Supplier Diversity or other government agency, and said business certification has not been modified,
- All information and documents submitted to the School District of Osceola County, Florida becomes an official public record. As such, the District bears no obligation to return to the applicant any items of original production or any copies of file documents,
- The applicant consents to examinations of its books, records and premises and to interviews of its principals, employees, business contacts, creditors, and bonding companies by the District as necessary for the purpose of verifying the applicant's proof of certification,
- The District may request additional documentation not requested on this vendor application, and
- Pursuant to Section 287.094, Florida Statutes, the false representation of any entity as a minority business enterprise for the purpose of claiming certification as such under this reciprocity program may be punishable as a felony of a second degree. The certifying entity may initiate such disciplinary actions it deems appropriate including, but not limited to, forwarding pertinent information to the Department of Legal Affairs and/or certifying entity's legal counsel for investigation and possible prosecution.

Further, applicant declares and affirms that ownership and management of this firm has not changed, except as indicated in the application/affidavit, during the past year since certification status was granted:

Authorized Officer Name: _____
 Title: _____
 Company Name: _____
 Signature: _____

On this _____ day of _____, 20_____ personally appeared before me, the undersigned officer authorized to administer oaths, known to me the persons described in the foregoing affidavit who acknowledged that he/she execute the same in the capacity stated for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal;

Notary Public: _____
 Form of Identification Presented: _____
 My Commission expires: _____