



The School District of Osceola County, Florida

Blaine A. Muse - Superintendent

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

Request For Proposals **RFP# SDOC 06-075 NM**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive proposals for **Actuary Services** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 p.m. on May 10, 2006**. All responses will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Proposals shall be submitted in a sealed envelope, clearly marked with the Bid/RFP name, bid number and the opening date and time. All submittals must be received by the School District of Osceola County's Purchasing Department on or before the Due Date. If you have any questions regarding this Bid/RFP, please contact the Purchasing Department at (407) 870-4630.

A Pre-Bid Conference is scheduled for **April 19, 2006, at 1:00 p.m.** in the Conference Room of the Purchasing Department located at 817 Bill Beck Blvd., Kissimmee, Florida.

All purchases resulting from this Request For Proposals will be made by the approval of the School Board.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), a person or affiliate who has been placed on the Convicted Vendor list for the State of Florida following a conviction for a public entity crime:

- May not submit a bid on a contract to provide any goods or services to a Public Entity.
- May not submit a bid on a contract with a Public Entity for the construction or repair of a public building or public work.
- May not submit bids on leases of real property to a Public Entity.
- May not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any Public Entity.

Convicted Vendors may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

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

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

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

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

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



Board Meets First Tuesday of Each Month

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

An Equal Opportunity Agency

The School District of Osceola County, Florida
817 Bill Beck Boulevard, Kissimmee, FL 34744-4495
Phone: (407) 870-4600
Purchasing: (407) 870-4630 FAX (407) 870-4616

REQUEST FOR PROPOSALS
RFP # SDOC 06-075 NM

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

NAME OF RFP: **Actuary Services** _____

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

SIGNATURE: _____ DATE: _____

TYPED SIGNATURE: _____ TITLE: _____

EMAIL ADDRESS: _____

REQUIRED BID/RFP SUBMITTAL CHECKLIST:

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

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

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

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

**DRUG FREE WORKPLACE
CERTIFICATION FORM**

**Actuary Services
SDOC 06-075 NM**

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

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

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

Vendor's Signature

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

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

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

DO NOT OPEN * SEALED BID * DO NOT OPEN

SEALED BID NUMBER: _____ SDOC 06-075 NM _____

BID TITLE: Actuary Services _____

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

BID ENCLOSED ___

“NO BID LETTER” ENCLOSED _____

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

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

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

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

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

Organization Name

Actuary Services/SDOC 06-075 NM
PR/Award Number of Project Name

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

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

THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

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

TITLE: RFP FOR **Actuary Services**
SDOC 06-075 NM

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Proposal Certification

I hereby certify that I am submitting the following information as my company or firm's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachments and the contents of any addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____

TOLL FREE: _____ INTERNET E-MAIL ADDRESS _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

**REQUEST FOR PROPOSAL FOR
Actuary Services**

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SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA

REQUEST FOR PROPOSAL FOR

Actuary Services

SDOC 06-075 NM

1.0 INTRODUCTION:

1.01 Background:

This is a Request for Proposal (“RFP”) for a firm (the “proposer”) to provide Actuarial Services for the School Board of Osceola County, Florida (The “District”).

The Evaluation Committee (the “Committee”) reports to the Purchasing Department. The Committee will be comprised of the District staff members; Director of Finance, Coordinator of Risk and Benefit Management, Business Analyst/Accountant, Executive Director, Contract Services, and Coordinator of Internal Audit Services.

It is anticipated that the Evaluation Committee will review the proposals received in response to this RFP, conduct any Oral presentations as deemed necessary, and will make recommendations to the School Board for the selection of a firm(s) to provide the services herein addressed.

1.02 General Information about the District:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1000, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and it’s departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies.

The District is coterminous with Osceola County. The annual budget for the District for 2004-2005 school year totals \$586,507,183.30, including an operating budget of \$288,851,351.00, and a capital budget of \$191,815,972.17. The District operates thirty-four schools, which includes seventeen elementary schools, seven middle schools, seven high schools, two K thru 8 schools, and one 6th thru 12th grade school. The District is also responsible for thirteen alternative educational sites, and eleven charter schools. The total full-time K-12 enrollment of public school students as of March 2006 is 49,502. Growth is projected to continue in the future at an average of 5000 students per year.

1.03 Contract Term:

The District is seeking to retain a firm or firms who are licensed to do business in the State of Florida, in the area of Actuary Services. The base period of this contract will be five (5) years and, if mutually agreeable by all parties in writing, the contract may be renewed for two (2) one (1) year periods at the same terms and conditions.

1.04 Scope of Services:

The selected proposer(s) will be required to provide Actuarial Services to the District (schools and/or departments) on an “as-needed-basis”. The following is an overview of what is required in this Scope of Services. It must be noted that these are the minimum requirements.

Services to be provided by the awarded firm shall include, but not be limited to, the following:

1. Perform all actuarial calculations that would be required if the District implemented GASB 45 as of June 30, 2006,

2. Provide instruction/training to District staff concerning reporting requirements of GASB 45,
3. Analyze options available to the District to control and minimize the effect of GASB 45,
4. Advise the District as to plan changes, funding options, etc. that it could implement to minimize the effect of GASB 45,
5. Complete the above by November 30, 2006,
6. Perform the same calculations, analysis, and advice as of June 30, 2007 by November 30, 2007,
7. For each subsequent year, prepare all actuarial calculations necessary for the District to fulfill its reporting obligations under GASB 45. These must be accomplished prior to August 10 of each year,
8. Provide telephone consultations as needed within the requirements of this contract/bid,
9. Respond to inquiries by auditors or state or federal agencies regarding any issue arising from work or advice performed under this contract/bid, and
10. Pricing for the services herein addressed shall be fixed, firm fee per year for 2006, 2007, 2008, 2009, 2010, 2011 and 2012. Bidders are also encouraged to bid fixed hourly rates for appropriate positions that the bidding company/firm feels that the Board may want to utilize for other plans/projects not herein addressed.

1.05 Specific Information About the District:

a. **Description of School Boards OPEBs**

The School Board has an active workforce of approximately 6,000 employees. The "Other Post-Employment Benefits (OPEBs)" provided by the School Board are Health, Life, Dental and Vision insurance. Retirees are responsible for full payment of the premium cost.

The School Board's OPEB arises because the School Board's retirees are included in the School Board's insurance group for all lines of coverage. Both the active employees and the retirees are included in the rating process by the School Board's insurance providers. This fact results in a OPEB because the blended insurance premium rates are charged to retirees are presumably lower than the rates would be if the retirees were rated separately, and the blended rates paid by the School Board for active employees are presumably higher than they would be if the retirees were rated separately. In GASB 45, this is known as the implicit rate subsidy.

b. **Description of School Board Insurance Plans**

The School Board provides a self-insured Health Plan. The School Board pays 100% of the premium cost for single coverage for employees enrolled in the Hospital Indemnity Plan, Disability Protection Plan and CIGNA HMO. Employees enrolled in the CIGNA Point Of Service or CIGNA PPO are required to pay an additional \$300 per year. The School Board is fully insured for all other lines of coverage. The School Board contracts with CIGNA HealthCare of Florida to provide Third Party Administration Services for the self-insured health plans. The School Board contracts with CompBenefits for dental and vision insurance.

A breakdown of the participation in each plan among active employees and retirees is shown below:

<u>CIGNA HMO</u>	<u>RETIREES</u>	<u>ACTIVE</u>
Individual Coverage	96	3358
+ Spouse	27	316
+ Child(ren)	03	311
+ Family	08	1025
<u>CIGNA POS</u>		
Individual Coverage	16	152
+ Spouse	03	13
+ Child(ren)	00	10
+ Family	00	21
<u>CIGNA PPO</u>		
Individual Coverage	29	00
+ Family	01	00
<u>Hospital Indemnity Plan</u>		
Individual Coverage	01	491
<u>Disability Protection Plan</u>		
Individual Coverage	N/A	20
<u>Dental HMO</u>		
Individual Coverage	03	1172
+ 1 Dependent	02	397
+ Family	00	620
<u>Dental High Option PPO</u>		
Individual Coverage	43	1483
+ 1 Dependent	17	308
+ Family	01	343
<u>Dental Low Option PPO</u>		
Individual Coverage	05	144
+ 1 Dependent	01	63
+ Family	01	84
<u>Vision Service Plan</u>		
Individual Coverage	68	2570
+ Family	18	1051

End of Section

**Title: Actuary Services
BID #: SDOC 06-075 NM
GENERAL TERMS & CONDITIONS**

2. **GENERAL TERMS & CONDITIONS**

I. **PREPARATION OF BIDS:**

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

- f) ***Pricing of Fees:*** Pricing for the services herein addressed shall be fixed, firm fee per year for 2006, 2007, 2008, 2009, 2010, 2011 and 2012. Bidders are also encouraged to bid fixed hourly rates for other appropriate positions that the bidding company/firm feels that the Board may want to utilize for other plans/projects not herein addressed.
- g) ***Proposal Organization:*** Bidders are expected to organize their bid proposals in such a manner as to facilitate the evaluation process. Bid proposals should be keyed or indexed to correspond with this bid solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Invitation To Bid** or **Request For Proposal** being addressed. District staff will make a reasonable effort to locate information in the bid proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possible resulting in a loss of appropriate point credit or complete rejection of your bid proposal.

II. **INQUIRIES / INFORMATION:**

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

Title: Actuary Services
BID #: SDOC 06-075 NM
GENERAL TERMS & CONDITIONS

III. ACCEPTANCE AND WITHDRAWAL OF BIDS

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

IV. AMENDMENT & CANCELLATION:

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

V. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:

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

VI. QUALIFICATIONS OF BIDDER:

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

VII. NON-COLLUSION:

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

VIII. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

The District reserves the right to retain all copies of the bidders' proposals and associated documentation submitted. Under Florida's public records laws, sealed

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

IX. SUBCONTRACTING:

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

X. INTELLECTUAL PROPERTIES:

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

XI. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:

Per the provisions of Florida Statute 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Awarded Firm, supplier, sub-contracted Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **CATEGORY TWO** for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

XII. PROPOSAL PREPARATION COSTS:

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

**Title: Actuary Services
BID #: SDOC 06-075 NM
GENERAL TERMS & CONDITIONS**

XIII. VARIANCE TO BID DOCUMENTS:

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

XIV. ADDENDA TO BIDS IN PROCESS:

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

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

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

XVI. BID QUANTITIES:

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

XVII. METHODS OF AWARD:

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

XVIII. TAXES:

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

XIX. FISCAL NON-APPROPRIATIONS CLAUSE:

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

XX. ERROR AND OMISSIONS:

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

XXI. BASIS OF AWARD OF BIDS:

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

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

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

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

XXII. REJECTION OF BIDS:

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

XXIII. NOTICE OF INTENT TO AWARD:

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

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

XXIV. NOTIFICATION OF BID AWARD:

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

XXV. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

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

XXVI. PRESS RELEASES AND PUBLICITY:

The bidder shall make no announcements or news releases pertaining to the bidder's participation in this bid or the award of this contract; its representatives or agents without authorization from the Purchasing Department.

XXVII. ASSIGNMENT OF CONTRACT:

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

XXVIII. LICENSES AND PERMITS:

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

XXIX. LIMITATION OF LIABILITY

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

XXX. STANDARDS OF CONDUCT:

Vendors awarded a contract will be held to the same standards of conduct as employees of the District while conducting business with the District. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its sub-Awarded Firms.

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XXXI. INVOICES AND PAYMENT TERMS:

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

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

To ensure timely payment, all original invoices should be submitted to the Accounts Payable Department, the School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A minimum of **forty-five (45) days** is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. Invoices associated with a SCHOOL purchase order should be submitted directly to the school for payment. **Do not send invoices associated with school purchase orders to the Accounts Payable Department.** It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The school board will only pay the dollar amounts authorized on the purchase order.

XXXII. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

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

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

XXXIII. RENEWAL OF BIDS:

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

XXXIV. ACCESS TO RECORDS:

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

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

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

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

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

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

All vendors, Awarded Firms and sub-contracted Firm must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations

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(29 CFR part 5). (Contract contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation.) Applies to construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation.) (Applies only if checked on Invitation to Bid form, page 1.)

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

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

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

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

XXXX. VARIANCE IN CONDITION:

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

End of Section

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3. INSTRUCTIONS TO PROPOSERS:

- .01 Proposals must be submitted in a sealed container, clearly identified as RFP for **Actuary Services**. Sealed proposals will be received until 2:00 p.m. (local time) on **May 10, 2006** in the School District Purchasing Office at the address shown in Section 3.09. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped. Proposals will be opened in the Purchasing Office after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above, will be date/time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline.
- .02 One manually signed original (with "Pricing"), nine (9) photocopies (without "Pricing"), and one (1) CD or diskette containing a PDF file of the original proposal must be submitted. "Pricing" shall be submitted in a separately sealed envelope with the "original" proposal.
- .03 A standard 8-1/2" by 11" format in a spiral bound booklet is requested. Each page shall have the name of the respondent indicated clearly at the upper right corner of the page.
- .04 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- .05 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- .06 Proposers should become familiar with any local conditions, which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- .07 Proposals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the District.
- .08 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- .09 **BOARD CONTACT AND ADDRESS INFORMATION:**
This RFP is issued by the School District's Purchasing Department. The Purchasing Department is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP shall be addressed, in writing to:

Neil D. McDonald
Purchasing Supervisor, Purchasing Department
The School District of Osceola County, Florida
817 Bill Beck Blvd. Building 2000
Kissimmee, Florida 34744

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

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4. TIME SCHEDULE:

ANTICIPATED SCHEDULE OF EVENTS:

April 7, 2006	Issuance of RFP
April 19, 2006 at 1:00 p.m.	Pre-Bid Conference
May 10, 2006 at 2:00 PM	RFP Opening
May 17, 2006	Evaluation
May 31, 2006	Oral Presentations
June 1, 2006	Posting of Recommendation
June 6, 2006	School Board Award of Contract

5. AWARD:

- .01 The District reserves the right to accept or reject any or all proposals.
- .02 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- .03 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- .04 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- .05 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- .06 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board, from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.
- .07 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

6. TERM OF CONTRACT:

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

7. RFP INQUIRIES:

- .01 Potential firms may submit written questions by facsimile (FAX), addressed to the Purchasing Supervisor, FAX # 407 – 870-4616. Questions must be received no later than ten (10) days before the 'Due Date'. Telephone inquiries will not be accepted,

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nor will answers be provided by telephone. It is the sole responsibility of the firm(s) to ensure that written questions will be received by the deadline indicated above. Responses will be distributed by facsimile to all who have received a RFP.

The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to all vendors who are participating. Addenda shall be numbered consecutively and initiated by the Purchasing Supervisor. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to be sure they received all addenda.

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

8. LOBBYING:

- .01 **PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.**
- .02 **LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL ON THE AWARD OF THIS CONTRACT.**
- .03 **ANY PROPOSER FOUND TO HAVE LOBBIED DISTRICT PERSONNEL OR BOARD MEMBERS, OR ANY INDIVIDUAL FOUND TO HAVE LOBBIED DISTRICT PERSONNEL OR BOARD MEMBERS ON BEHALF OF A PROPOSER, WILL BE DISQUALIFIED FROM BEING AWARDED THIS CONTRACT.**

9. INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL:

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. It is required that **nine (9)** copies of the proposal be submitted along with the original proposal, and one (1) CD or diskette containing a PDF file of the contents of your original proposal. {The "original" proposal shall be the only one with the "Pricing".}

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

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- .04 **Request for Proposal:** (Required Response Form, page 2 of RFP) with all required information completed and all signatures as specified.
- .05 **Profile and Qualifications:** (20 Points)
Identify the creative team that will be responsible for developing and executing these services. Provide a detailed resume for the creative team and staff you intend to use for this contract. Indicate the specific individual who would serve as the day-to-day contact and be responsible for the work product of the proposer and where they would be located. Include professional qualifications of the actuaries assigned, specifically designations by the Society of Actuaries, Casualty and Actuarial Society, American Academy of Actuaries, or similar credentials.
- .06 **SIMILARITIES:** (25 points): A listing of major Actuarial studies your firm has been responsible for since June of 2001 that were performed for similar clients. (Similar may refer to size of company or firm/school district represented, operating budget, etc. as well as nature of engagement such as FASB 87, GASB 43 or GASB 45 engagements.)
- .07 **WORKLOAD:** (5 points): An executive summary of all major accounts currently under contract or anticipated for 2005/2006.
- .08 **APPROACH:** (25 points): Clearly describe the approach to be used in providing the services described in paragraph 1.04. Include: an outline of how you would conduct the Actuary services, the staff that you would utilize and their availability and role in the proposed project, your plans for documenting the success of the project, your actuary analysis procedures, and the role of your team in communicating/coordinating effectively with others involved in the District.
- .09 **PROGRAM REFERENCES:** (20 points): Three references for Actuary Services similar in scope and size are required. All references shall be recent (within the past three years) and be verifiable. At least one reference should be a nonprofit client. Referenced clients should be able to attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, creativity and ability to perform the services herein addressed. Each reference shall include the following: Client's name, address, contact person, contact phone number (and/or Email), budget, and dates (begin and end).
- .10 **FINANCIAL RESPONSIBILITY** (5 points): Provide appropriate documentation that evidences the financial viability of the company or firm, including your corporate or organizational structure, to perform the services as outlined herein. The most recent three years of audited financial statements is preferred. ^

(Please note: One set of financials in a separate envelope is preferred, with only a listing of its contents in this section.).
- .11 **PROOF OF INSURANCE:** (mandatory): Proof of your company or firm's insurance (as required in paragraph 18) or submit a letter of your intention to have the required insurance within ten days of notification by the District.
- .12 **COST OF SERVICES:** (15 points [**when evaluated**]) The awarded firm shall provide the District with a firm fixed cost for their "proposed" services as addressed herein.

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10. PROPOSAL EVALUATION PROCESS:

- .01 RFPs are received and publicly opened. Only names of respondents are read at this time.
- .02 The Evaluation Committee, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- .03 The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria, paragraph 12. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors.
- .04 A selected group of firms may be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the proposers to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed herein. See paragraph 12.03. Evaluation Criteria shall include, but not be limited to: Knowledge of the industry, firm's ability to provide this service, and how the presenters presented themselves.

The presentations will be made at the School District of Osceola County's Purchasing Office, Building 2000, 817 Bill Beck Blvd., Kissimmee, FL 34744. The Selected Vendors will be invited to make a thirty (30) minute presentation to be followed by a question and answer session no longer than fifteen (15) minutes in length. The Purchasing Office will schedule any necessary presentations.

- .05 The District reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- .06 The Purchasing Department will prepare and submit a recommendation to the Superintendent.
- .07 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- .08 The School Board will award or reject any or all proposal(s).

11. EVALUATION CRITERIA:

- .01 Each proposer will be ranked based on an analysis of their written proposal. A maximum of 100 points will be awarded based upon the qualifications of the proposing firm, including, but not limited to the following:
 - a. Qualifications and Experience of staff:
 - i Approach to services;
 - ii References; and

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iii The quality of the work as evidenced by references for similar work from other Florida School Districts or similar agencies.

.02 The Evaluation Committee shall rank all proposals received, which meet the submittal requirements. The following factors will be considered in ranking the 'written' proposals received.

<u>Proposal Response Evaluation Criteria</u>	<u>Weighted Value</u>
1. Profile & Qualifications (paragraph 10.05)	20 points maximum
2. Similarity (paragraph 10.06)	25 points maximum
3. Workload (paragraph 10.07)	5 points maximum
4. Approach (paragraph 10.08)	25 points maximum
5. References (paragraph 10.09)	20 points maximum
6. Financial Responsibility (paragraph 10.10)	5 points maximum
7. <u>Pricing (Required but not evaluated at this Time)</u>	<u>0 points maximum</u>
<u>TOTAL NUMBER OF POINTS:</u>	<u>100 points</u>

.03 Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following based on an Oral Presentation:

<u>Oral Presentation Evaluation Criteria</u>	<u>Weighted Value</u>
1. <u>Knowledge of GASB 45</u>	<u>40 points maximum</u>
2. <u>Ability to provide services</u>	<u>40 points maximum</u>
3. <u>Oral Presentation</u>	<u>5 points maximum</u>
4. <u>Pricing</u>	<u>15 points maximum</u>
<u>TOTAL NUMBER OF POINTS:</u>	<u>100 points maximum</u>

12. CANCELLATION OF AWARD/TERMINATION:

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

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

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13. DEFAULT:

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

14. LEGAL REQUIREMENTS:

.01 It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

.02 Proposer(s) doing business with the district are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

15. FEDERAL AND STATE TAX:

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

16. CONFLICT OF INTEREST:

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

17. INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

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

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the Awarded Firm does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the Awarded Firm indicating the following:

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

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

D. PROFESSIONAL LIABILITY: The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the School Board of Osceola County and each officer, agent and employee of the School Board of Osceola County against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

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

18. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

.01 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Osceola County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials

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and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Awarded Firm, sub-contracted Firm, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Awarded Firm in the performance of the work; or
- C. liens, claims or actions made by the Awarded Firm or any sub-contracted Firm or other party performing the work.

- .02 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Awarded Firm of any sub-contracted Firm under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- .03 Any costs or expenses, including attorney's fees, incurred by the School Board to enforce this agreement shall be borne by the proposer.
- .04 The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the School Board.

19. PUBLIC RECORDS LAW:

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

20. LICENSES:

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

21. INTELLECTUAL PROPERTY RIGHTS:

The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School Board.

22. SUB-CONTRACTS:

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

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- .02 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.
- .03 After award of contract, any changes in sub-contracted Firms or sub-proposers require prior School District written approval.
- 23. INDULGENCE:**
Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.
- 24. PROPOSER'S MAILING ADDRESS:**
It is the responsibility of every proposer to register and maintain their current mailing address with the School District of Osceola County Purchasing Department.
- 25. PUBLIC ENTITY CRIMES:**
- .01 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a Awarded Firm, supplier, sub-contracted Firm, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- .02 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 26. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**
- .01 This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.
- .02 The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the District.
- 27. AGREEMENT:**
The RFP, the proposal, negotiated terms, and the purchase order will constitute the complete agreement between the proposer and the District. If the proposer requires an additional contract, then the proposer should include their sample contract as an attachment to the proposal submitted for review.
- 28. JOINT PROPOSAL:**
In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of

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overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

29. FUNDING OUT/TERMINATION/CANCELLATION:

01. Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

02. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

03. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such written notice will state:

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

30. POSTING OF RFP CONDITIONS/SPECIFICATIONS:

This RFP will be posted for review by interested parties, at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida on the date of RFP mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

31. POSTING OF RFP RECOMMENDATION:

The recommendation for award will be posted for review by interested parties, at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida on or about **September 22, 2005**, and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School District of Osceola County. Failure to follow the requirements of the bid protest procedures and Section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

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32. Work Papers:

In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s) at the end of this period. Destruction of said work papers shall be at the awarded firm(s)'s expense.

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

34. All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

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

36. TOBACCO FREE

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

37. SCHOOL SECURITY:

Bidder acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the bidder (awarded firm) agrees to the following provisions and agrees that the failure of the bidder to comply with any of these provisions may result in the termination of this contract by the District:

1. Unauthorized Aliens. The District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
2. Possession Of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Firm of the awarded vendor, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded vendor shall terminate its agreement with the sub-Awarded Firm. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a

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projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluder from this definition.

3. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
4. Possession/Use/Under The Influence Of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on the District's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, the District may terminate this Agreement.
5. Compliance With The Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contrast/agreement.

38. VENDOR EMPLOYEE REQUIREMENTS

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

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

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3. The Awarded Firm's employees shall be required to dress neatly, commensurate with the tasks being performed.
4. All our schools are smoke free. Smoking on school grounds is prohibited.
5. The Awarded Firm shall provide the School District's Representative(s) within ten days of the start of the contract, a list of all Awarded Firm employees assigned to work on the School Board premises. The employee list shall include complete name, Social Security number, date of birth, home address, and telephone number for each. Similar data shall be submitted for all new hires. The Awarded Firm shall be held responsible for the accuracy of the data provided, and shall insure updated changes are provided the School District's Representative(s) immediately upon their effective date.
6. It is the Awarded Firm's responsibility to see that every employee on the Awarded Firm's work force is provided and wears an Identification Badge or company shirt/uniform in order to maintain security at the school's facility. It shall be Awarded Firm's responsibility to inform the School District Representative(s) of all new employees, working under this contract, promptly at time of employment.
7. The Awarded Firm shall require employees to be dressed in their work attire when reporting for duty. Break areas are restricted to designated space within the building. Designated areas for lunch breaks can be used by Awarded Firm personnel. Office areas in all buildings are off-limits for designated break periods. The School District's Representative(s) will identify the exact locations in each building where breaks can be taken.
8. The Awarded Firm shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official use.
9. The Awarded Firm shall require his employees to comply with the instructions pertaining to conduct and building regulations, issued by duly appointed officials, such as the building managers, guards, inspectors, etc.
10. The School District's Representative(s) will determine how the Awarded Firm will receive access to the facility.
11. If keys are provided and lost, the Awarded Firm will be responsible for any and all costs associated with replacement keys and re-keying of the facility.
12. When requested, the Awarded Firm shall cooperate with any ongoing SCHOOL BOARD investigation involving economic loss or damage to SCHOOL BOARD buildings, or SCHOOL BOARD or personal property therein. The SCHOOL BOARD reserves the right to require any employee of the Awarded Firm to submit to a polygraph test if the SCHOOL BOARD has a reasonable suspicion that the employee is or was involved in the incident or activity under investigation. The Awarded Firm shall obtain a waiver from the employee authorizing the release to the SCHOOL BOARD of information acquired by the Awarded Firm from the polygraph test. The SCHOOL BOARD, at its discretion, may require that the Awarded Firm immediately remove the employee under investigation from working within SCHOOL BOARD buildings for the following reasons: 1) The employee's refusal to submit to a polygraph test in the above circumstances, or 2) an employee's refusal to sign the waiver referenced above or 3) an analysis of the polygraph test indicates that the employee is or was involved in the incident under investigation. If the test results show involvement on the part of the Awarded Firm's employee, the Awarded Firm will be obligated to cover the cost of the examination. If

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the test results indicate that the Awarded Firm's employee was not involved in the incident, when the SCHOOL BOARD will pay for the cost of the examination.

13. CONTROLLED SUBSTANCE OR ALCOHOL ABUSE ON SCHOOL BOARD PROPERTY:

The successful Awarded Firm(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any school district property, or at any school board activities. Violations may subject the Awarded Firm and/or the Awarded Firm's employee(s) to prosecution, fines, imprisonment and/or cancellation of this or any other contract(s) that this Awarded Firm presently holds. The Awarded Firm(s) are required by this school board to take appropriate disciplinary action in such cases and/or require that the employee(s) satisfactory participation in a rehabilitation program.

14. Any Awarded Firm's employee convicted of violating a criminal drug statute in the workplace must report the conviction to the employer within five (5) work days. Awarded Firms (Employers) are required to report such convictions to the school board within ten (10) work days of receiving this information.

15. The School District of Osceola County, Florida, is committed to the education and safety of its students and employees. To that end, any bidder awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standards for employment as set forth by the Florida Department of Education. Each bidder must certify that the company or firm and its employees are or will be in compliance with those standards for the project awarded.

16. The Awarded Firm shall strictly prohibit interaction between their employees and the student(s).

17. Employees of the awarded vendor(s) may not solicit, distribute or sell products while on School Board property.

18. Friends, visitors or family members of employees of the awarded vendor(s) are not permitted in the work area.

19. The Awarded Firm shall adhere to security standards.

39. DISPUTE RESOLUTION.

Except with respect to injunctive relief, neither party shall institute a proceeding in any court nor administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

40. PRICING CHANGE

The awarded vendor may request a pricing change during the term of this contract. If the awarded vendor is requesting a price increase, this increase shall not be more than the over-all average in the "consumers Price Index" for the past five (5) years and/or shall not be more than the District's "Cost of Living" awarded to it's employees. The District reserves the right to accept or reject the request. Justification for a price increase may be:

- a. FICA (if percentage amount required by the Federal Government changes),
- b. Federal Unemployment Insurance rates,
- c. State Unemployment insurance rates, or
- d. Worker's Compensation insurance rates.

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41. BID PROTESTS

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one (1) percent of the total value of the contract or \$5000.00, whichever is less, or \$5,000 for a Bid Protest in regards to the Bid Specifications.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." The BIDDER, as the PRINCIPAL, shall execute each such Bond therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

End of Section

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Proposer's Certification

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

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

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

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

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

NAME (Typed or Printed)

TITLE

SIGNATURE

VENDOR NAME

DATE

TELEPHONE NUMBER

FACSIMILE NUMBER

Email Address

End of Bid Document