

School Board

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**BUSINESS DIVISION
REQUEST FOR PROPOSAL**

DATE: April 25, 2008

RFP DUE DATE: May 29, 2008

RFP DUE TIME: 2:00 pm

PROPOSAL DELIVERY LOCATION: Hillsborough County Public Schools
Procurement Department
901 E. Kennedy Boulevard, 3rd Floor
Tampa, Florida 33602

RFP TITLE: Notification System for Parents and District Employees

RFP NUMBER: 8053-DST

(RFP NUMBER MUST BE SHOWN ON THE OUTSIDE OF ENVELOPE)

DIRECT ALL INQUIRES TO: Henry R. Morbach, CPPO, C.P.M.
Procurement Officer
(813) 272-4329
hank.morbach@sdhc.k12.fl.us

NOTICE TO ALL INTERESTED PARTIES:

Subject to the conditions, provisions and the enclosed specifications, sealed proposals will be received at this office until the stated date and time.

Proposals received after the stated date and time, whether presented in person, received by U.S. Mail, or by any other delivery method will not be accepted.

Hillsborough County Public Schools reserves the right to retain all proposals for a period of 120 days and to reject any and all proposals and to waive any informalities and/or irregularities thereof.

HILLSBOROUGH COUNTY PUBLIC SCHOOLS

**Jean Bowman
General Manager, Procurement**

HILLSBOROUGH COUNTY PUBLIC SCHOOLS, FLORIDA

REQUEST FOR PROPOSAL

RFP NO. 8053-DST

Notification System for Parents and District Employees

Sealed proposals to establish a contract for **Notification System for Parents and District Employees** will be received by Hillsborough County Public Schools, Florida, in the office of the General Manager, Procurement, third floor, Raymond O. Shelton School Administrative Center, 901 East Kennedy Boulevard, Tampa, Florida until 2:00 PM, Thursday, May 29, 2008. (The mailing address is P.O. Box 3408, Tampa, Florida 33601; however, if you are mailing your proposal using an overnight carrier please be sure to use our street address, 901 East Kennedy Boulevard, Tampa, Florida 33602).

Please note that receipt of proposal means **DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE PROCUREMENT OFFICE**. Proposals delivered to the building, but not delivered to the Procurement Office and date/time stamped as received, will not be considered as received for the purpose of this solicitation process. Proposals must be delivered in a SEALED package with the RFP name, RFP number, and opening date/time clearly marked on the outside of the package. (See Instructions to Proposer, paragraph number 4.7).

Notice to Proposers: This building is a "controlled access" building and all visitors will be required to obtain a visitor's pass, photo ID required, before entering the building.

You are cautioned to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanner), or telephone proposals or modifications to proposals will be accepted.

Proposals will not be accepted or considered after the above specified time and date.

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OVERVIEW

- 1.1 **Purpose:** Hillsborough County Public Schools (HCPS), Florida, hereafter referred to as the District or HCPS, is seeking proposals from qualified Proposers interested in providing a Notification System for Parents and District Employees.

The award will be to the most qualified Proposer(s) as determined by an evaluation committee. The final award will be based on School Board approval.

- 1.2 **District Profile:** HCPS is the 8th largest school district in the country and 3rd largest in Florida, serving approximately 192,000 students. School population has been increasing by an average of 6,000 students per year for the past decade. Future growth trends are being analyzed. There are currently about 23,600 full-time employees.

With a total population of 1,115,960 persons, Hillsborough County, Florida is the nation's 37th largest county. Over the 1994–2003 period, the District's growth rate exceeded 23,689 persons on an annual net basis.

- 1.3 **Background:** This service was originally provided by a contract created by the Florida Department of Education (DOE) on behalf of several school districts. This contract 0007081-PGB expires 06/15/08. The rationale for this contract is because the potential for emergencies in our schools has never been greater. Emergencies challenge every person in our school system and community especially police, fire and medical professionals. Appropriate responses to crisis situations depend on fast, accurate, widespread and verifiable communication.

EVALUATION OF PROPOSALS

- 2.1 The district expects to consider responses from proposers who meet the following minimum standards:

The willingness to configure the program to meet the requirements of the district.

The proposer's ability to integrate all of the requested criteria.

Documented successful experience in the provision of the scope of services contained herein for clients of similar scope and size.

Contact person(s) readily available to service HCPS on a day-to-day basis. The district reserves the right to approve the contact person(s).

Meets the requirements as outlined in section 6.3 "minimum qualifications/experience".

Able to complete the expected contract term in full compliance with this RFP.

- 2.2 The following factors will be considered when evaluating proposals:

- 2.2.1 Proposer's capability to provide the products and services:

Item #	Description	Weight
1	Submittal: Proposal is complete (See 3.1-3.2)	5
2	Qualification Background of the Proposer and subcontractor(s) including professional qualifications and experience of each of the team members and their qualifications. (See Tab 2)	10
3	References: (See Tab 3)	10

4	Scope of Services: (See Tab 4)	30
5	Utilization of Small Businesses as described in Section 3.7.	10
6	Customer Support Services: Tab 7	10
7	Cost Effectiveness of Service and Equipment.	50
8	Comprehensive Implementation Plan.	25
9	Appendices: Tab 8	5
	Total (Total may not necessarily equal to 100):	155

- 2.3 The award will be made to the Proposer(s) submitting the proposal that best meets the District's specifications and requirements.
- 2.4 HCPS intends to have a committee review the proposals and make a recommendation to the Hillsborough County School Board on a Proposer or Proposers to provide a Notification System for Parents and District Employees.
- 2.5 **Selection Criteria:** This procurement will comply with applicable District Policies, State Board Rules, and Florida Statutes. The selection of a service Awardee(s) may be made without discussion with Proposer(s) after proposals are received. Therefore, proposals should be submitted complete with all pertinent information.
- 2.5.1 Oral presentations and negotiations may be conducted with the highest rated Proposer(s). If an agreement is not reached, negotiations will be terminated. Then, the same process may be conducted with the next highest rated Proposer(s). If agreement is not reached, negotiations will be terminated. This process will continue until an appropriate arrangement has been agreed upon or all desirable Proposers have been rejected. No Proposer shall have any rights against HCPS arising from such negotiations.
- 2.5.2 There will be no interim briefing regarding the status of a particular proposal until evaluation of all proposals is complete.
- 2.6 **Time Schedule:** The dates below are set for the convenience of the District. HCPS reserves the right to change the dates below when it is in its interest. Date changes will be broadcast via Vendorbid.

May 13, 2008 at 9:00 AM	Pre-Proposal Conference (Section 4.8)
May 14, 2008 at 4:45 PM	Last Day to Request Additional Information or Clarification
May 29, 2008 at 2:00 PM	Proposal Due Date
May 30, 2008	Distribution of Proposals to Committee
May 31-June 5, 2008	Committee Review of Proposals
June 6, 2008	Phase I Committee Meeting 8:30 am
June 19, 2008	Phase II Committee Meeting & Presentation by Proposer(s) 8:30 am – 4:30 pm, if necessary – Location To Be Determined.
June 20, 2008	Committee Recommendation of Rankings
June 21, 2008	Contract Negotiations
July 15, 2008	Award by School Board

PROPOSAL SUBMISSION FORMAT AND INFORMATION TO BE SUBMITTED

In order to maintain comparability and consistency in review and evaluation of responses, all proposals shall be organized as specified below. Avoid any elaborate promotional materials and provide only information that is required. All supporting materials should clearly reference the portion of the RFP to which they pertain. Please submit one (1) original along with Ten (10) exact duplicates (one (1) unbound copy) for a total of eleven (11) proposals. Proposals not meeting the requirements below may be determined to be non-responsive, non-responsive proposals will receive no further consideration.

- 3.1 **Table of Contents:** Please clearly outline and identify the material and responses by tab and page number. Outline in sequential order the major areas of the proposal, including enclosures. All pages must be consecutively numbered and correspond to the table of contents.
- 3.2 **Tab 1 - Cover Letter:** Provide a cover letter indicating your company's understanding of the requirements/scope of services of this specific proposal. The letter must be a brief formal letter from the Proposer that provides information regarding the company's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the Proposer's organization to perform the services included in the proposal must sign the letter. Please provide a list of all persons authorized to give presentations. Please provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses. Include the following signed forms:

- 3.2.1 Proposal Form
- 3.2.2 Dispute Resolution Clause
- 3.2.3 Fair Labor Standards Act - "Hot Goods"
- 3.2.4 Public Entity Crimes
- 3.2.5 Federal Debarment Certification
- 3.2.6 Drug Free Workplace
- 3.2.7 Insurance Certificate

In this section, clearly demonstrate your Proposer's familiarity with a Notification System for Parents and District Employees.

- 3.3 **Tab 2 – Qualifications:** Summarize the qualifications of the Proposer. Where the project team includes sub-contractors or sub-consultants, qualifications of the proposed sub-contractors or sub-consultants shall also be provided. Past working relationships on similar projects should be indicated. Provide the credentials of the individual(s) from your company that will administer the day-to-day operations of HCPS contract.
- 3.4 **Tab 3 – References:** See Section 9.1. Please provide three (3) governmental references. Include name of customer, address, contact name, telephone numbers (including facsimile number), and email address. Please include only references within the previous thirty-six (36) months. The District may contact these references during the evaluation process.
- Each Proposer should include under this tab, in tabular form, summary information for all contracts of similar size and scope performed by the Proposer, or team, within the past five (5) years. Information provided for each job shall include:
- 3.4.1 Contract/Project name/Description
 - 3.4.2 Agency/department/office for which performed

- 3.4.3 Dates of the contract
- 3.4.4 Owner's contract/project manager or other representative
- 3.4.5 Consultant's role and level of involvement
- 3.4.6 Contact person
- 3.4.7 Dollar value of the contract

The District reserves the right to contact any and all references and to obtain, without limitation, information on the Proposer's performance on the listed jobs.

- 3.5 **Tab 4 - Scope of Services:** The Proposer must acknowledge agreement with the specific requirements of the items in Section 7 and provide reports or samples if requested. Indicate any exceptions to the scope of services of the RFP or alternatives for the District to consider. Summarize your approach and understanding of the services and any special considerations of which the District should be aware. Provide a comprehensive implementation plan.
- 3.6 **Tab 5 – Pricing:** Complete Section 15, Proposal Form.
- 3.7 **Tab 6 – Small Business Participation:** HCPS expects participation of small business enterprises in the provision of goods, services, and construction. If third-party agreements are necessary for the Awardee(s) to complete this contract, the District recommends using a certified small business.

Indicate your status as a small business, or provide your plan to incorporate small businesses in the project. Provide evidence (copies) of any certifications. An on-line directory of all certified small and minority-owned business enterprises accepted by HCPS can be received by visiting the Office of Supplier Diversity (OSD) website at <http://apps.sdhc.k12.fl.us/sdhc2/mbe/>.

The contact information below is for HCPS's Office of Supplier Diversity. This office can provide you with an online directory of all certified small, woman and minority-owned business enterprises by commodity or service. Vendors will be accepted by HCPS as a certified small business enterprise if the contractor submits with their bid response a copy of the certificate from the Office of Supplier Diversity.

Office of Supplier Diversity: Henry Ballard
4901 E. Dr. Martin Luther King, Jr. Blvd.
Tampa, Florida 33605
Phone: (813) 635-1240
Fax: (813) 635-1245

- 3.7.1 Explain how your company will support the District's Small Business Encouragement Program, including the development and transmittal of quarterly progress report data to the District's Quarterly Review Committee and the Office of Supplier Diversity.
- 3.7.2 **SBE Eligibility:** Any business with a staff of 100 employees or less, whose average net-income is equal to or less than \$2,000,000 and its net worth is equal to or less than \$3,000,000. Each business applying for Registration must meet the following eligibility standards:
 - 3.7.2.1 Be an independent business that is principally domiciled in the Tampa Bay area which consists of the following counties:
 - Hernando
 - Hillsborough
 - Manatee

- Pasco
- Pinellas
- Polk
- Sarasota

3.7.2.2 Have been in existence and served the Tampa Bay Area in a commercially useful capacity for one (1) year prior to application.

3.7.2.3 Be a business with a staff of 100 employees or less.

3.7.2.4 Average net income \$2,000,000 or less and a net worth of \$3,000,000 or less.

3.7.2.5 Must be certified with any one of the following agencies:

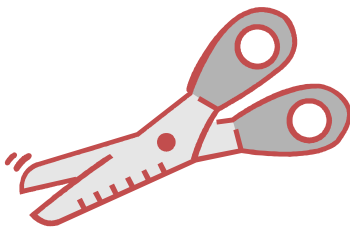
- [City Of Tampa](#)
- [Florida Statewide & Inter-Local Certification](#)
- [Hillsborough County](#)
- [Florida Minority Supplier Development Council](#)

3.7.3 Explain how your company will support the District's Small Business Encouragement Program, including the development and transmittal of quarterly progress report data to the District's Quarterly Review Committee and the Office of Supplier Diversity.

3.8 **Tab 7 – Customer Support Services:** Explain your company's policy regarding quality assurance/quality control.

3.9 **Tab 8 – Appendices:** The content of this tab is left to the Proposer's discretion. However, the Proposer should limit materials included here to those that will be helpful to the District in understanding the services provided for this specific contract.

3.10 **Submission Requirements:** Proposal envelopes shall be sealed and identified as specified below:



RFP NO. 8053-DST

Notification System for Parents and District Employees

TO BE OPENED

2:00 PM, Thursday, May 29, 2008

AND ADDRESSED TO

**Hillsborough County Public Schools
Procurement Department, 3rd Floor
901 East Kennedy Boulevard
Tampa, Florida 33602**

INSTRUCTIONS TO PROPOSER

- 4.1 All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.
- 4.2 Upon award recommendation or ten (10) days after opening, whichever is earlier, any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable exemptions to disclosure provided by law, in their response to the RFP, by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The District reserves the right to make any final determination of the applicability of the Public Records Law.
- 4.3 In order to conduct business under this proposal, HCPS requires that the Proposer(s) have a current vendor application on file. Failure to comply with this condition may cause the Proposer(s) to not be awarded any business with HCPS.

Those interested in responding to this RFP, or any District procurement opportunity, must log on to VendorBid (<http://www.vendorbid.net/hillsborough>) and select "Current Bids". Search for the bid referenced in the notification and view the document(s). If you are interested in submitting a response (bid, proposal, quote, etc.), and receiving updates (Addendum, Recommendation, Award Notification) you must select "Participate" to continue receiving notifications/updates for the solicitation.

- 4.4 Any Proposer in doubt as to the true meaning of any part of this RFP or related documents may submit a written request for clarification to Henry R. Morbach, CPPO, C.P.M., at the address or facsimile number indicated below (Section 4.4.3), by 4:45 pm, May 14, 2008. Any interpretation to a Proposer shall be made only by addendum duly issued. All Addenda will be posted and disseminated by VendorBid (<http://www.vendorbid.net/hillsborough>).
 - 4.4.1 The request must contain the Proposer's name, address, telephone number, and facsimile number. Electronic facsimile will be accepted at (813) 272-4170. Facsimiles must have a cover sheet, which includes at a minimum the Proposer's name, address, number of pages transmitted, telephone number, and facsimile number.
 - 4.4.2 Prior to submitting the proposal, it shall be the sole responsibility of each Proposer to determine if addenda were issued and, if so, to download such addenda from VendorBid for attachment to the proposal.
 - 4.4.3 After thoroughly reading this RFP, Proposers may direct questions, in writing, only to: <http://www.vendorbid.net/hillsborough>
- 4.5 HCPS will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the proposal due date. Proposers should not rely on any statements other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.
- 4.6 Ten (10) copies (one copy shall be unbound) plus the original, for a total of eleven (11) proposals, are to be submitted in sealed envelopes (use the label provided in section 3.10),

which bear the name, address, and telephone number of the Proposer.

- 4.7 HCPS will receive sealed proposals until the date and time indicated on this proposal cover. Proposals must be delivered to the Procurement Office at the stated address and will be recorded at the stated date/time. Proposals must be delivered in sealed envelopes, clearly marked on the outside as to: proposal name, proposal number, and opening date. Proposals received in unidentifiable envelopes are sent at the Proposer's risk. Proposals received after the date/time indicated on the proposal cover will be date/time stamped received and returned to the Proposer. It will be the Proposer's responsibility to get the proposal to the correct location and on time. Please note that the official clock, for the purpose of receiving proposals, is located in the Procurement Department.
- 4.8 A NON-MANDATORY Pre-Proposal Conference will be held on May 13, 2008, at 9:00 am at the Hillsborough County Public Schools, Procurement Department, 901 East Kennedy Boulevard, 3rd Floor, Tampa, Florida 33602 to discuss objectives and answer questions relating to this RFP. Proposers submitting proposals in response to this RFP are encouraged to be present and on time.
- 4.9 **Purchase Order:** The award of the proposal shall not constitute an order. Before any shipments are made, Proposer must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.
- 4.10 **Tie Proposal:** In the event of "tie" proposal(s), awards will be decided in the following descending order until the "tie" proposal has been resolved:
- business that certifies that it has implemented a drug-free workplace in accordance with the provision of Florida Statute 287.087;
 - board-certified or verified small business vendor;
 - small/minority/women-owned business certified by a governmental entity in Hillsborough County;
 - small/minority/women-owned business certified by a governmental entity in the Tampa Bay area;
 - Florida certified small/minority/women owned business;
 - business located in Hillsborough County, Florida;
 - business receiving the larger dollar award on other items within the bid;
 - business located in Florida;
 - flip of a coin.
- 4.11 Recommended awards will be posted for review by interested parties at Hillsborough County Public Schools, Procurement Department, 901 East Kennedy Boulevard, 3rd Floor, Tampa, Florida 33602 and are posted to the VendorBid website. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. RFP tabulations, recommendations, or notices will not be automatically mailed.
- 4.12 An officer of the company who is legally authorized to enter into a contractual relationship in the name of the Proposer must sign the proposal.

GENERAL TERMS AND CONDITIONS

- 5.1 HCPS may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in the proposals received as a result of this RFP. HCPS also reserves the right to request clarification of information from any Proposer.
- 5.2 All expenses involved with the preparation and submission of proposals to HCPS, or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for any responses received, any other effort required of or made, or expenses incurred by the Proposer.
- 5.3 HCPS may require the Proposer to give oral presentations in support of their proposal or to exhibit capabilities to support their proposal. Proposers will be notified of the date(s) and time(s) of any such oral presentations, if needed.
- 5.4 The District has implemented a Purchasing Card Program to streamline our procurement process.
 - 5.4.1 By making purchases with the Visa Purchasing Card, we can more effectively control our procurement activities and achieve a significant cost savings over our current paper purchasing/payment system. Our Awardees also achieve cost saving results by accepting our Purchasing Card.
 - 5.4.2 We encourage your acceptance of the Visa Purchasing Card so that you may enjoy the advantages of our Purchasing Card Program. Payments made to the Awardee(s) will quite possibly be by a Visa Purchasing Card.
- 5.5 This RFP and the related responses of the selected Proposer(s) will constitute the basis of the formal contract between the Proposer(s) and HCPS. No modification of this RFP, except by addendum issued by HCPS, shall be binding on HCPS.
- 5.6 It is understood and agreed between the parties hereto that the District shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this RFP. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this RFP, the District shall immediately notify Awardee(s) of such occurrence and this RFP shall terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to the District of any kind whatsoever.
- 5.7 The awards made pursuant to this RFP are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose, with their proposal, the name of any officer, director, or agent who is also an employee of the School District. Further, all Proposers must disclose the name of any HCPS employee who owns directly, or indirectly, an interest of five percent (5%) or more in the Proposer or any of its branches/subsidiaries.
- 5.8 Proposers, their agents, and/or associates are subject to the provisions of the Florida Sunshine Law, Florida Statute 286.011.
- 5.9 There shall be no discrimination permitted by any party under this engagement as to race, sex, color, creed, national origin, or handicap.
- 5.10 The General Manager of Procurement may terminate this contract in whole or in part when it is in the best interest of HCPS. Notification of termination must be in writing and issued by the General Manager of Procurement or designee.

GENERAL TERMS AND CONDITIONS

- 5.11 Should any Proposer fail to enter into a contract with HCPS, on the basis of the submitted proposal by said Proposer, the Proposer acknowledges that Proposer shall be liable to the District for any lost revenue.
- 5.12 Venue for any and all legal action regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Hillsborough County, State of Florida. The laws of the State of Florida shall govern this transaction. The Proposer(s) or Awardee(s) agree that any and all notices, pleadings, and processes may be made by serving two (2) copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing, by return mail, an additional copy of the same to the Proposer(s) or Awardee(s) at the address shown herein. That said, service shall be considered as valid personal service and judgment may be taken if, within the time prescribed by Florida Law or Rules of Civil Procedure, Appearance, Pleading, an answer is not made.
- 5.13 The contract terms and conditions stipulated in this RFP are those desired by HCPS and preference will be given to those proposals in full or substantial compliance therewith. However, after allowance for any deviations, all proposals will be considered. Proposers are cautioned that restrictive deviations from the desired program must be clearly stated in the proposal response.
- 5.14 With the consent and agreement of the Awardee(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. It is hereby made a part of this RFP that the submission of any proposal, in response to this advertised request, shall constitute a proposal made under the same conditions, for the same contract price, and for the same effective period as this proposal to all public entities in Hillsborough County if they so request.
- 5.15 No Proposer may withdraw their submittal for a period of one hundred twenty (120) days after the date of opening.
- 5.16 All accounting and invoicing correspondence must reference HCPS purchase order number. Invoicing for rental equipment or "tools of trade" will not be allowed. Rental equipment for special circumstances must be pre-approved by HCPS. Invoices and requests for payment must be accompanied by detailed cost sheets for each project denoting equipment, labor, disposal fees, etc. These items must be received by HCPS consultant/representative at least ten (10) working days before the deadline for submission of Awardee(s)'s request for payment dates.
- 5.17 The Awardee(s) shall have, prior to performance, a certificate of insurance showing:
- Liability \$1,000,000 minimum
Property \$1,000,000 minimum
Or \$5,000,000 combined single limit (CSL) in lieu of above
- For all awarded contracts, Hillsborough County Public Schools must be listed as additional insured on the certificate. Certificates with the valid endorsement shall be provided to the General Manager of Procurement within two (2) weeks of the contract award.
- 5.18 The Awardee(s) shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one hundred thousand dollars (\$100,000) per claimant, one million dollars (\$1,000,000) per occurrence, or five million dollars (\$5,000,000) combined single limit (CSL). For all awarded contracts, Hillsborough County Public Schools must be listed as additional insured on the certificate.

GENERAL TERMS AND CONDITIONS

- 5.19 The Awardee(s) shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is sublet, the Awardee(s) shall require the sub-contractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees, unless such employees are covered by the protection of the Awardee(s). Awardee(s) also agree to supply evidence of such coverage with the submission of this proposal. Awardee(s) agree to indemnify and hold harmless schools and facilities from and against any and all liability, which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of the negligence of the School District, its agents, or employees.
- 5.20 After notification of award, the Awardee(s) shall indemnify and hold harmless the School District as specified in Florida Statutes Section 725.06. Nothing in the award, resulting agreement, contract, or purchase order shall be deemed to affect the rights, privileges and immunities of the School District as set forth in Florida Statutes.
- 5.21 All information submitted in response to this request shall be submitted in compliance with Florida Statutes Chapter 119.07 Public Records and 812-081 Trade Secrets. All information submitted as "Trade Secret" shall be submitted in a separate envelope and so labeled. If challenged, the Proposer who submits the "Trade Secret" information shall bear all costs associated with defending their position.
- 5.22 The District Safety Office will monitor and enforce compliance by all Awardees and sub-contractors that provide services and/or products to the District.
- 5.22.1 It is the intent of the District that all Awardees and sub-contractors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to District operations. The Awardee(s) may be required to supply a written copy of their Safety Program/Manual for review after contract award. Periodic review of the Awardee(s)'s safety manual and operations may be conducted. All Awardees and their employees, including sub-contractors, performing work under the terms of this contract will follow the best safe working practices at all times, as well as comply with all Federal, State, Local, and District safety policies and procedures. This includes the operation of vehicles and equipment on District owned property. Any accidents, injuries, or incidents occurring on District property shall be immediately reported to the District Safety Office.
- 5.22.2 In compliance with Chapter 442, Florida Statutes, any item delivered or used when providing services under this contract must have a published Material Safety Data Sheet (MSDS). Each MSDS must be in English (Spanish may be required by the District) and include information regarding the specific chemical identity of the hazardous chemical(s) involved and the common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical; known acute and chronic health affects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.
- 5.22.3 The Awardee(s) performing work for the District is responsible to provide written notification and Material Safety Data Sheets (MSDS) to the District Safety Office for any hazardous material that may be used. The District defines Hazardous Material as "any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health". These substances are classified as

GENERAL TERMS AND CONDITIONS

poisonous, toxic, corrosive and flammable, explosive, radioactive, or otherwise have any warning on the product label.

- 5.22.3.1 The District Safety Office must approve all hazardous materials used by the Awardee(s) prior to use.
- 5.22.3.2 All requests for approval of product shall be directed to the District Safety Office, at 4224 W. Crest Avenue, Tampa, Florida 33614. Telephone (813) 872-5263, Facsimile (813) 356-1471.
- 5.22.3.3 Current, legible copies of Material Safety Data Sheets (MSDS) will be used to evaluate all products. This information must be provided at least five (5) working days prior to use and must include the Awardee(s)'s safety plan (precautions needed by the Awardee(s)'s employees).
- 5.22.3.4 After review by the District Safety Office, the Awardee(s) of the MSDS will be provided a copy of the MSDS stamped approved, with or without additional restrictions, or disapproved.
- 5.22.3.5 The Awardee(s) using the product must follow any identified restrictions and must maintain a copy of the approved MSDS at the job location.
- 5.22.3.6 Any product used in the District shall be used in accordance with the manufacturer's instructions and applicable District Policies.
- 5.22.3.7 Certain products will not be authorized for use in the District in order to prevent any incidence of exposure to students or employees. Further, stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.
- 5.22.3.8 Products approved for use by District employees does not constitute an automatic approval for use by Awardee(s). All products used by Awardees must be specifically approved for each job within the District.
- 5.22.3.9 District employees will not use products approved for use by Awardees unless a specific approved MSDS has been provided to the supervisor and/or is maintained in the worksite MSDS Book.
- 5.22.3.10 Use of Hazardous Materials at sites where no students or District employees are assigned does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State, and Local regulations shall apply.
- 5.22.3.11 Awardees are responsible to remove all products used on projects immediately upon completion. Products left for District use will be listed on a manifest indicating type of container, amount, and the location of the product. The District employee that originated the service or contract shall sign the manifest and send to the District Safety Office.

5.22.4 The Awardee(s) and their employees, including sub-contractors, performing work under the terms of this contract will follow the best environmental working practices at all times. The Awardee(s) shall not cause any unsafe conditions or acts that could

GENERAL TERMS AND CONDITIONS

have an impact on the safety and health of students, employees, or visitors to District operations, as well as comply with all Federal, State, Local, and District environmental policies and procedures. The Awardee(s) may be required to supply a written copy of their Environmental Program/Manual for review after contract award. Periodic review of the Awardee(s)'s environmental manual and operations may be conducted. Awardees and sub-contractors will be responsible for removal and clean up of all contamination (or potential contamination) when it occurs or is identified by the District Safety Office. All incidents shall be immediately reported to the District Safety Office.

5.22.4.1 Hazard Notification-Asbestos Containing Materials (ACM) and Lead Based Paint (LBP).

5.22.4.2 ACM and LBP are present in many District buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, a hazard may be created when ACM and LBP are disturbed. It is the responsibility of the Awardee(s) or subcontractor to contact the District Safety Office before commencing any work that may disturb any ACM or LBP at District facilities.

SPECIAL PROVISIONS

- 6.1 **Contract Term/Option to Renew:** The initial term of the contract shall be for a one (1) year period following Hillsborough County School Board approval.
- 6.1.1 The initial term of the contract shall be from July 16, 2008 through July 15, 2009 and the anticipated award date is July 15, 2008.
- 6.1.2 This contract may be renewed for four (4) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to renew, if exercised, will be executed in the form of a renewal letter, to be issued not sooner than one-hundred twenty (120) days prior to expiration of this contract, nor later than the final day of the contract period. This option to renew requires the mutual agreement of both parties. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.
- 6.1.3 Should it become necessary for HCPS to discontinue operation of any facility for any reason, that portion of this contract serving that facility shall become null and void.
- 6.2 **Contract Termination:** HCPS shall have the right at any and all times to terminate this agreement, with or without cause, upon written notice of such termination provided not less than thirty (30) days prior to the date that such termination is to be effective, or with such lesser notice as HCPS may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to HCPS. In the event HCPS shall elect to terminate this contract without cause, HCPS shall compensate the Proposer for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given, the Awardee(s) agree to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The Awardee(s) shall have no further rights, and HCPS shall have no further obligation to the Awardee(s), subsequent to the date of termination of this contract as specified in the written notice.
- 6.3 **Minimum Qualifications/Experience:** The Awardee(s) shall maintain a current business license. The Awardee(s) shall keep current all licenses and permits, whether Municipal, County, State, or Federal, required for the performance of its obligations and functions, hereunder, and shall pay promptly when due all such fees. Awardee(s) shall provide documentation of applicable license, certification, and/or commercial experience involving the services described herein. HCPS reserves the right to request documentation at any time during the contract period.
- 6.3.1 Proposer(s) shall include a copy of all applicable licensing with their proposal.
- 6.3.2 Inspection of Proposer's Facilities: The District reserves the right to inspect the Proposer's facilities and vehicles prior to awarding this contract.
- 6.4 **References:** Please provide three (3) references. The Proposer(s) shall complete the top half of the Reference Form, Section 9.1 (you must duplicate this form to provide the required number of references). Include the name of the customer, address, contact name, telephone numbers (including facsimile number), and e-mail address. Please include only references within the previous thirty-six (36) months. The District may contact these references during the evaluation process. HCPS may utilize other references information on a Proposer's capability to determine performance history. Negative references, in HCPS sole discretion, may be cause for disqualification of Proposer.

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- 6.5 **HCPS Facility Security:** All personnel must coordinate with the facility's front office or security personnel. Awardee(s)'s employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.
- 6.5.1 It shall be the sole responsibility of the Awardee(s) performing services for this contract to safeguard their own materials, tools, and equipment. HCPS shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
- 6.6 **Awardee(s)'s Personnel:** Awardee(s)'s staff members are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed, and conduct themselves in a respectable and courteous manner while performing duties and while at any HCPS facility.
- 6.6.1 Qualifications of new people working under this contract will be submitted to the District, in writing, for approval prior to them conducting any service under this contract. Submit a list of all employees who will be working under the current contract, any intention for additional personnel, and back-up personnel for each function.
- 6.6.2 Effective September 1, 2005, in order to be in compliance with the Jessica Lunsford Act, Awardees meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by our Human Resources Department. This consists of a FDLE/FBI criminal record and fingerprint search. Criteria:
- Be at school when students are present, or
 - Have direct contact with students, or
 - Have access to or control of school funds.
- 6.6.3 If you have no personnel who meet any of the three criteria, the law does not apply to you; therefore, you do not need to take action.
- 6.6.4 The Technical Assistance paper for the Jessica Lunsford Act can be accessed at <http://info.fl DOE.org/docushare/dsweb/Get/Document-3151/k12%2005-107a>.
- 6.7 **Communications:** Awardee(s) must provide a means to receive direct communications from HCPS. A copy of all written communication concerning contract discrepancies, issues, or concerns from the District and the Awardee(s) shall be forwarded to the Procurement Officer upon issuance.
- 6.8 **Contract Administration:** HCPS will periodically inspect work to assure that the requirements of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the Awardee(s) shall be contacted and any discrepancies, inconsistencies, or items not meeting the specifications contained herein, are to be corrected immediately at no additional cost to HCPS. A second discrepancy notice shall serve as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein, will result in termination of the Awardee(s)'s right to proceed further with this work. In such event, the Awardee(s) will be paid only for materials used. The Awardee(s) and their sureties may be liable to HCPS for any additional cost incurred by HCPS to complete the job. At this point, the Awardee(s) shall be considered in default and the contract subject to termination. Performance ratings may be considered during award of future contracts by HCPS.

SPECIAL PROVISIONS

- 6.8.1 Failure of the Awardee(s) to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract, at the discretion of Hillsborough County Public Schools.
- 6.8.2 HCPS reserves the right to terminate this contract, in whole or in part, should the need for the services cease to exist.
- 6.8.3 Awardee(s) shall be subject to periodic performance evaluations by HCPS personnel. Continued unsatisfactory ratings shall be cause to find the Awardee(s) in default of the contract.
- 6.8.4 **Award Upon Cancellation:** Upon cancellation of any ensuing agreement, the District reserves the right to award the contract to the responsible Proposer(s) offering the next highest rated proposal to the District for the unexpired term of the canceled contract, or for a full year period, whichever is deemed to be in the District's best interest.

SCOPE OF SERVICES

- 7.1 The Hillsborough County Public Schools (HCPS/District) is seeking Contractor(s) for a fully operational mass notification service system without the acquisition of additional hardware, software or infrastructure. This will include training in the use of the system and technical assistance in the conversion/creation of any system-required database. The system will serve to enhance communication and information to parents, employees, and the public in emergency situations, such as impending hurricane and severe weather, fire, bomb threat, and other critical school safety events. The system must be real-time and multilingual with the ability to notify parents and District employees of emergency and non-emergency situations in multiple different languages through email, telephone, and other communication devices. The work to be done under this contract includes, but is not limited to; providing of all labor, materials, supervision, equipment, services, incidentals, and related items necessary to complete the work in accordance with this specification and scope of work.
- 7.2 Requirements: Explain your solutions which must provide the following minimum components to include an administrator interface to transmit a message from an administrator to a communication device for employees and parents associated with a school or the district. The program will be a fully-hosted web-based notification system designed to notify parents and employees in real-time. The program components shall include but not limited to:
- 7.2.1 Rapid origination and delivery of messages (real time) via a web interface and a toll-free operator 24 hours a day, 365 days a year for the term of the contract.
 - 7.2.2 No pauses before the message.
 - 7.2.3 Communication in multiple languages to include but not limited to English and Spanish. (List the languages the proposed system can use)
 - 7.2.4 Unlimited usages for emergency and non-emergency notifications.
 - 7.2.5 Explain the proposed notification system operation. Reliable and redundant service capability through partnerships with multiple large telecommunications companies is required.
 - 7.2.6 Compliance with American with Disabilities Act requirements.
 - 7.2.7 Capability for using a wide variety of technologies to originate messages-such as telephone (cellular and landline) and administrator Internet interface for transmitting a message.
 - 7.2.8 Capacity for messages to be stored for use at later date.
 - 7.2.9 Ability for cancellation of a notification prior to its completion via the web interface or dispatch operator.
 - 7.2.10 Capability for recipients receiving calls to request that a message be repeated.
 - 7.2.11 Capability for individuals to call into the system to retrieve any current messages from the school.
 - 7.2.12 Methods for dealing with duplicate phone numbers, wrong numbers, pauses causing hang ups, digital and analog phones, answering machines and assistive technologies.
 - 7.2.13 Explain systems backup.
 - 7.2.14 Capability for a district level administrator to have complete management of the system.

- 7.3 Implementation: How the project will be implemented. The proposer must provide a timeline for project implementation to include but not limited to:
 - 7.3.1 Within two weeks after execution of the contract, initial queries and groupings established; data conversion/upload completed.
 - 7.3.2 The proposer's Information Technology department will test the system and cross-reference/double verify all contact information in the database.
- 7.4 Data Collection, Processing System and Reporting
 - 7.4.1 The contractor will convert or input existing data from the district into Contractor notification system. This must include the ability to accept text files and comma separated values (CSV) files.
 - 7.4.2 The Contractor will ensure the input of new data into the system on a daily basis.
 - 7.4.3 The Contractor will check database for duplicate entries and incorrectly formatted data (telephone numbers, e-mail addresses, etc.) and generate a report for administrators to use in maintaining the database.
 - 7.4.4 The Contractor will provide unlimited grouping capability.
 - 7.4.5 The Contractor's system will allow for multiple queries of the data and unlimited capacity for report utilization.
 - 7.4.6 The Contractor will generate reports documenting results of notifications.
 - 7.4.7 The Contractor will prepare utilization reports.
- 7.5 Training and Technical Assistance: The Contractor will provide training and technical assistance:
 - 7.5.1 Training and technical assistance to the district and individual schools.
 - 7.5.2 Each seminar will consist of two trainers for 15-20 participants and each session will last approximately 60 to 90 minutes.
 - 7.5.3 Training will be provided in a facility provided by the school district, preferably a computer lab with a computer or laptop with Internet access for each participant.
 - 7.5.4 Technical support and user assistance will be provided will be available toll-free and via e-mail, 24 hours a day, 365 days a year for the term of the contract. Toll-free assistance lines will be staffed and answered live 24 hours a day.

ADDENDA FORM

The signer of this proposal guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Hillsborough County Public Schools or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

Receipts of the following Addenda are hereby acknowledged: (List all Addenda as follows):

ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____
ADDENDUM NO	_____	Dated	_____

Dated _____ this _____ Day of 20_____.

Name of Organization: _____

By: _____

Typed Name and Title: _____

DISPUTE RESOLUTION CLAUSE

In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer representative.

Representative's Name: _____

Telephone Number: _____

The District representative will be the General Manager of Procurement.

FAIR LABOR STANDARDS ACT - "HOT GOODS"

The undersigned hereby certify that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to the School District.

Company Official Signature: _____

Date: _____

PUBLIC ENTITY CRIMES

Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted Vendor(s) list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor(s), supplier, sub-vendor(s) 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 36 months from the date of being placed on the convicted Vendor(s) list."

Company Official Signature: _____

Date: _____

FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion.

- 12.1 The prospective lower tier (\$25,000) 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 or agency.
- 12.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Official Signature: _____

Date: _____

DRUG-FREE WORKPLACE CERTIFICATION

Tie proposal preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, 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 proposal 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 proposals will be followed if none of the tied Awardee(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 8.1 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.
- 8.2 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 the penalties that may be imposed upon employees for drug abuse violations.
- 8.3 Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 8.4 In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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.
- 8.5 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.
- 8.6 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 COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS.

Company Official Signature: _____

Date: _____

9.1 REFERENCES

I _____ being of _____
(Print Name/Title) (Print Name of Company)

Give Hillsborough County Public Schools, Florida authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE							
COMPANY NAME:							
COMPANY ADDRESS:							
CONTACT PERSON:							
PHONE NUMBER:				FACSIMILE NUMBER:			
STOP							
Remaining to be completed by HCPS							
TECHNICAL PERFORMANCE							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule.							
Responsiveness to changes in technical direction.							
Ability to identify risk factors and alternatives for alleviating risk.							
Ability to identify and solve problems expeditiously.							
Ability to employ standard tools/methods.							
MANAGEMENT PERFORMANCE							
	EXCELLENT			UNSATISFACTORY			
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Overall communication with staff.							
Effectiveness and reliability of Proposer's key personnel.							
Ability to recruit and maintain qualified personnel.							
Ability to manage multiple and diverse projects/tasks from planning throughout execution.							
Ability to effectively manage sub-contractor(s).							

PROPOSER'S COMPANY NAME: _____

MANAGEMENT PERFORMANCE (continued)							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task.							
Overall performance in planning, scheduling and monitoring.							
Use of management tools (e.g. cost/schedule, task management tools).							
CUSTOMER SATISFACTION							
	EXCELLENT				UNSATISFACTORY		
FACTORS/RATINGS	6	5	4	3	2	1	N/A
How would you rate the Proposer's overall technical performance on this contract/order?							
How would your rate the Proposer's ability to be cooperative, business-like, and concerned with the interest of the customer?							
Total Dollar Amount of Contract							
Additional Comments							
Would you use this Proposer again ☐ YES ☐ NO							

Signature of Respondent: _____

Title of Respondent: _____

10 PROPOSAL FORM

The recommendation and award of this RFP will be for a turn key solution which best meets the requirements of the District. This means that the annual message fee includes all costs such as but not limited to support fees, modifications, labor, upgrades, training, future training, etc.

A	B	C
Annual Message Fee	Quantity	Total Cost
		$A \times B = C$
\$	215,600 Approximate	\$

IMPORTANT

The HCPS will be seeking bids under the auspices of the Universal Service Fund (E-RATE) from qualified firms to provide E-RATE services in year two for the Scope of Services under this contract. The request will be dependent on the actual funding by the Schools Library Division. If and when E-Rate funding is approved, the HCPS must rebid the current agreement.