Notice is hereby given that the Nassau County School District (hereafter referred to as the "District") will receive competitive sealed proposals from qualified companies for the following:

To supply and deliver districtwide exercise, nutrition, and overall wellness services to the District.

Proposals will be received until October7, 2020 at 3:00 P.M, at the Nassau County Children & Education Center, located at 86207 Felmor Rd, Yulee, Fl. 32097. Proposals may also be sent via email to Powellan@nassau.k12.fl.us by the same deadline. Proposals shall be opened after that time. Proposals received after 3:00 P.M. will not be considered. The District is not responsible for Proposals arriving late due to delivery problems, either through standard mail or electronic malfunction.

Scope of Work includes each of the following:

- 1. Ability to provide the highest level of disease spreading prevention in all settings
- 2. Ability to provide excellent exercise in secured locations when not on District properties
- 3. Ability to provide excellent, personalized nutritional education

Preservations of Rights: It is the intent of the District to award this contract based upon the lowest and/best proposal that is in the best interest of the District. The District reserves the right to reject any and and/or all proposals and waive all minor technicalities, informalities, and irregularities. The District is under no obligation to award this project to the proposer offering the lowest fee. The District reserves the right to accept the proposal, which in the judgment of the District, is in its best interest.

If you have any questions concerning this request of the submission of this proposal, you may contact Andreu Powell, Director of Intervention & Safety Services, at 904-491-9884.

The following is general information your company's proposal should include:

- 1. List the costs for exercise and counseling on District property.
- 2. List the costs for exercise and counseling on off District property.
- 3. Provide the number of workouts per week and the length of time per workout.
- 4. Provide the locations for all off District property, including the physical address.
- 5. List the accommodations at all <u>off District property</u>, including a description of the facilities, the equipment available, and health precautions taken.
- 6. List the number of personnel available to provide individualized instruction and health and nutritional counseling.

The District anticipates that, based on its review and evaluation of proposals received pursuant to this RFP, it will select a proposer and execute a Contract pursuant to which the proposer will render the services to the District, in accordance with the terms and conditions set forth in the Contract and the RFP.

Codes & Regulations: Proposer must comply with all applicable State and Federal Laws. The proposer must have a current legal license for the State of Florida and is expected to perform all work and provide service with competent personnel. All work is to be performed per current code, law, regulation, and trade standards. Proposer shall comply with all the required codes for safety, and state and local building codes. In the case of conflicting codes, the more stringent shall be the rule to follow.

Termination of Contract: The District, at any time they deem necessary, may terminate this agreement with sixty (60) days written notice for any justifiable reason, such as breach of contractual obligations, without incurring penalties or additional fees. The District has the right to cancel or discontinue service at any time without incurring penalties or additional fees. The contract is deemed effective only to the extent that appropriations are available.

Proposal Format Cover Letter: The proposal must include the name, address, and telephone number of the company, and be signed by the person or persons authorized to represent the Vendor.

Prior to the final selection, proposers may be required to submit additional information that the District deems necessary to further evaluate the proposer's qualifications.

Basis of Award: Proposals will be evaluated according to the following criteria:

Proposer's qualifications/experience 20%

District experience with proposers 10%

Proposer's ability to provide services 50%

Proposed cost/fee(s) 20%

Right to Reject Lowest Fee Proposal: The District is under no obligation to award this project to the proposer offering the lowest fee. Evaluation criteria included in this document shall be used in evaluating the proposals.

Right of Negotiation: The District reserves the right to negotiate with the lowest and/or best proposer after proposal opening and establishment of the lowest and/or best proposal, before the contract is awarded and/or after contract award. The District reserves the right to negotiate the exact terms and conditions of the contract with the selected proposer. Negotiations will not be made to increase the initial contract price.

Rights to Submitted Materials: All responses, inquires and correspondence about this RFP submitted by proposers shall become property of the District when received.

Invoicing /Payment: The amount due shall be paid pursuant to the Prompt Payment Act, within forty- five (45) days of receipt of a correct invoice including summary spreadsheet. Monthly invoices should include a total monthly cost along with other information in the preferred format the District desires.

Invoices should be submitted to:

Powellan@nassau.k12.fl.us

Or, Nassau County School District

86207 Felmor Rd Yulee, FL

Attn: Andreu Powell

Insurance Coverage: Vendor must have insurance in accordance with State, Federal and Local Laws. Prior to commencing work or services under this contract, the Vendor must furnish the District with Certificates of Insurance as evidence that polices provide the required coverage.

Governing Law: The laws of the State of Florida shall govern the contractual agreement with the proposer awarded the contract.

Hold Harmless: The District will be held harmless of any liability resulting in the use of this service which is located on District property.

Non-Discrimination Policy: It is the policy of the Nassau County School District not to discriminate based on race, gender, age, or national origin.

Assignment: No right or interest in the contract shall be assigned by the vendor without the written permission of the District. No delegation of any obligation owed or of the performance of any obligation vendor shall be made without the written permission of the Nassau County School District. Any attempted assignment or delegation shall wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

All proposals submitted become property of the Nassau County School District.

NASSAU COUNTY CONTRACT AGREEMENT

Sign, date and return this page with the bid documents (three (3) copies). This page will be signed, dated, and notarized by the District after approval of the bid.

Signing this document thereby binds the contractor to all items included in the bid package. The bid documents, amendments, attachments, and specifications are a part of the contract and the Contractor agrees to be bound and to perform in accordance with all the content therein.

Company Name:Address:	
City, State, Zip Code:	
Authorized Signature:	_
Printed Signature:	_
Printed Title of Signer:	
Date of Signature:	
Approved by Authorized Representative of Nassau County School Dist	rict
Printed Title of Signer:	
Authorized Signature:	
Printed Name of Signature:	
Date of Signature:	

Notary Printed Name & Signature, Date of Expiration, Seal

Approved by Authorized Representative of Contractor