

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
(561) 434-8216 – Main Phone
(561) 963-3823 - Fax**

May 26, 2005

ADDENDUM NO. 1

REQUEST FOR PROPOSAL NO. 05C-006N

TITLE: REQUEST FOR PROPOSAL FOR Professional Development Regarding Root Causes of Racism

- :Question 1 What are the participant populations? A) Teachers, how many? B) Managers/Administrators, how many?
C) Support Level Staff, Who and how many? D) Parents, how many? E) Anyone else, who and how many?
- Answer: The class participation will be diverse and varied.
- Question 2 How many workshops in total? How many initial workshops in the 1st year? How many for the 2nd year?
- Answer: There is no set total of workshops established.
- Question 3 How long should the workshops be? 1 hour or less, 1-2 hours, 2-3 hours, 4 hours, 4 or more hours.
- Answer: The District will consider all recommendations.
- Question 4 How many participants per workshop?
- Answer: See response to # 3.
- Question 5 What questions to ask is the start-up date for delivering workshops and completion time period?
- Answer: The initial workshop is tentatively scheduled for the September timeframe.
- Question 6 The anticipated number of workshops to be provided?
- Answer: See response to # 2.
- Question 7 The approximate number of participants anticipated attending each workshop?
- Answer: See response to # 3.
- Question 8 Total number of anticipated attendees?
- Answer: See response to # 3.
- Question 9 Anticipated date for first workshop
- Answer: See response to # 5.
- Question 10 Is there a preferred duration of the program per day? (e.g. 2 hours, 4 hours, 8 hours)?
- Answer: See response to # 3.

- Question 11 Is the program to cover all three areas Awareness, Skill Development and Sensitivity in separate/individual sessions or all three areas in each session?
- Answer: It is preferred that all areas be covered in the same session but the District will consider all recommendations.
- Question 12 Will the audience be a mixture of parents, teachers, students, support staff, administrative staff or are we conducting these sessions for discrete groups?
- Answer: See response to # 1.
- Question 13 What is the maximum number of participants to be trained per session?
- Answer: See response to # 3.
- Question 14 What is the projected total number of participants to be trained under this RFP by the vendor?
- Answer: This has not yet been established.
- Question 15 What is the projected time frame (month) to begin training sessions? Will the sessions be offered in a concentrated time frame (e.g. all sessions conducted in a one month time period or will it be spread out, e.g. over a quarter)?
- Answer: See response to # 5.
- Question 16 Will board members participate in the training?
- Answer: See response to # 14.
- Question 17 Will the school district provide training facilities and audio-visual equipment at no cost to the vendor?
- Answer: The District will provide training facilities.

This addendum is for information only and need not be returned with your RFP. By virtue of signing the Request for Proposal, bidder agrees to this addendum.

Nancy Kowalczyk, Senior Purchasing Agent

Sharon Swan, Purchasing Director

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

05C-006N

DATE: May 11, 2005

TITLE: RFP FOR PROFESSIONAL DEVELOPMENT REGARDING THE ROOT CAUSES OF RACISM

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on June 8, 2005, and plainly marked RFP-05C-006N . Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer 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'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 Pages 1 through 26 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

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: _____

E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

**SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
REQUEST FOR PROPOSAL FOR
Professional Development Regarding Root Causes of Racism**

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SCHOOL DISTRICT OF PALM BEACH COUNTY

**REQUEST FOR PROPOSAL FOR
PROFESSIONAL DEVELOPMENT REGARDING ROOT CAUSES OF RACISM**

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for Professional Development Regarding Root Causes of Racism to the School District of Palm Beach County, Florida (the District). The District is requesting proposals that will provide a comprehensive in-house program that creates an environment that works naturally for all participants, conduct training, provide feedback, all training materials and establish the ambience and climate for a support system.
- 1.2 The District has held 8 professional development sessions over the past 3 years providing how race and institutional racism has impacted student achievement throughout the District.
- 1.3 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.
- 1.4 Document files may be examined, during normal working hours, ten days after proposals have been opened.

2.0 INSTRUCTIONS TO PROPOSER

- 2.1 All proposals must be received no later than 2:00 PM, on June 8, 2005. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.
- 2.3 One manually signed original and SIX (6) photocopies of the proposal must be sealed in one package and clearly labeled "REQUEST FOR PROPOSAL FOR **PROFESSIONAL DEVELOPMENT REGARDING ROOT CAUSE OF RACISM**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer 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.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

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- 4.5 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.
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.
- 4.7 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 proposer or subsequent proposers until an agreement is reached.

5.0 TERM OF CONTRACT / INVOICING

- 5.1 The term of this contract shall be for one year from the date of award. The District reserves the right to extend this contract for services for an additional one (1) year period at the same terms, conditions and specifications. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.
- 5.2 The first invoice shall be submitted with the shipment of training materials for use in the initial workshops. This invoice shall not exceed 20% of the total cost for this project.
- 5.3 The second invoice shall be submitted after completion of the first three (3) workshops and shall not exceed 40% of the remaining total cost.
- 5.4 The third and final invoice for the remaining cost to the District shall be submitted on completion of all workshops, providing a written summary of the evaluations, debriefing the District's Administrative Director of Staff Development and completion of all other related materials and activities under this contract.

6.0 RFP INQUIRIES

- 6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, May 19, 2005. Questions received in writing by the time and date specified will be answered in writing. Mrs. Kowalczyk is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mrs. Kowalczyk nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Mrs. Kowalczyk, Senior Purchasing Agent
Purchasing Department
School District of Palm Beach County
3300 Forest Hill Boulevard
West Palm Beach, FL 33406
(561) 434-8172 FAX (561) 963-3823
kowalczyk@palmbeach.k12.fl.us

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9.0 SCOPE OF SERVICES

- 9.1 The District is requesting proposals that will provide a comprehensive in-house program that creates an environment that works naturally for all participants, conduct training, provide feedback, all training materials and establish the ambience and climate for an ongoing support system.
- 9.2 All training workshops and related materials must be suitable for managerial, teaching and support level staff as well as parents. Each workshop should include educational materials and handouts suitable for future reference and information. The program should include a multi-media approach through a combination of training aides and techniques. The workshop should include a combination of techniques such as lecture, written materials, videos, role-play, interactive discussions, question and answer sessions and any other methods to provide a well-rounded and effective program.
- 9.3 The proposed course content should include the following areas:
- 9.3.1 Awareness Development: This should allow participants to develop an understanding that diversity refers to all differences found in a wide variety of people, from obvious differences such as race, gender and age, to less obvious differences such as communication styles and personal preferences. To understand that they are one of the diverse workforce members and that the American workforce has changed dramatically over the past 50 years and more significant changes are forthcoming. To develop and value a diverse workforce as it relates to both them as staff / parents as well as the entire organization. To understand that people may behave differently when in one group than when in others.
 - 9.3.2 Skill Development: This should provide participants the ability to identify the kinds of challenges and benefits that result from a diverse workforce. The ability to identify their roles as staff in the effectiveness of a diverse workforce. Identify tools and steps to develop personal strategies for managing diversity, supervising and working productively with diverse groups of people.
 - 9.3.3 Sensitivity Development: This should raise participants level of consciousness and promote sensitivity for diversity and equal opportunity issues in the workplace. Participants should recognize:
 - 9.3.3.1 Addressing the challenges of diversity not only benefit the operations and them personally but also the overall organization.
 - 9.3.3.2 People's identities are defined by a combination of their various groups, as well as by individual characteristics.
 - 9.3.3.3 We all over generalize members of a group to some degree.
 - 9.3.3.4 The desire of most people to be understood both as individuals and as members of various groups.
- 9.4 The proposer shall provide a mechanism to debrief the District's Administrative Director of Staff Development on professional observations and feedback on the workshops. This should include observations of problems identified during the workshops and suggestions for measuring the effectiveness of the overall course.

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10.0 EVALUATION COMMITTEE MEETINGS

10.1 As stated in Section 3.1 and Section 13.2 a committee will be convened on June 13, 2005 @ 9 am at the Central Transportation Compound, 3376 Summitt Blvd., West Palm Beach, FL 33406 to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 286.011, this is an open public meeting. Notification will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

11.0 PREPARATION AND SUBMISSION

- 11.1 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 SIX (6) copies of the proposal be submitted with the original proposal.
- 11.2 Title Page: Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.
- 11.3 Table of Contents: Include a clear identification of the material by section and by page number.
- 11.4 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 11.5 Request for Proposal: Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 11.6 Minimum Eligibility Requirements: Must have experience with at least 3 entities in the last 5 years conducting training on this topic.
- 11.7 Experience and Qualifications of the Firm: State the experience your firm has had in the last five years with expertise in conducting professional development programs and how they have related to student performance as it correlates to systemic racism. Include references from the last five years (a minimum of 3 references), with names of the companies, contact names, phone #'s, email addresses and the scope of each project.
- 11.8 Qualifications of Staff: Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience in the area they will be serving.
- 11.9 Approach / Methodology: At a minimum, identify the course outline, including an agenda, training video's, group activities and any additional materials to be included as part of this professional development.
- 11.10 Cost of Services: Identify all costs associated with this proposal. The proposal must include all travel and expenses and fee per session per person.

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13.9 The School Board will award or reject any or all proposal(s).

14.0 EVALUATION CRITERIA

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

Qualified proposers will be issued purchase orders authorizing a maximum cost of services on an as-needed basis.

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u>	20
B. <u>Qualifications of Staff</u>	20
C. <u>Approach / Methodology</u>	20
D. <u>Cost of Services</u>	30
F. <u>Minority/Women Business Participation</u>	10
	<hr/>
Total	100

15.0 CANCELLATION OF AWARD/TERMINATION

15.1 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 proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

15.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

15.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

15.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

16.0 DEFAULT

16.1 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.

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21.4 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 but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

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

In the event the contractor 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 contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

22.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

22.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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 contractor, subcontractor, 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

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28.0 INDULGENCE

28.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

29.0 JOINT PROPOSAL

29.1 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, complete the **REQUIRED RESPONSE FORM** shown herein, 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 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. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. 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.

30.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

30.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.

30.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). **ATTACHMENT A.**

30.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – **ATTACHMENT B.** This form must be submitted with all requests for payment.

30.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.

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33.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

34.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

34.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 18.1.

34.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

34.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

34.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

34.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site.

35.0 AGREEMENT

35.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

36.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

36.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3rd Floor, A-Wing, Suite A-323, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

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Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Forest Hill Boulevard, Suite A-106
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508
<http://www.palmbeach.k12.fl.us/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District _____

State of Florida _____

If yes, expiration date _____

Minority Classification _____

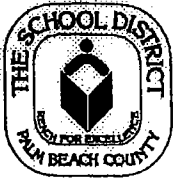
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

5 ATTACHMENTS



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

**Minority Women Business Enterprise (M/WBE)
Subcontractor Participation Letter of Intent**

BID/RFP or Project Name Professional Development Regarding Root Causes of Racism

BID/RFP or Project Number 05C-006N

Name of Bidder _____

The undersigned intends to perform work with the above project as *(check one)*

- Individual Partnership Corporation Joint Venture

(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor Manufacturer Supplier

The undersigned is:

- Certified with the School District of Palm Beach County M/WBE Coordinator
 Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column):*

- | | | |
|---|--|---------------------------------|
| <u>COLUMN 1</u> | <u>COLUMN 2</u> | <u>COLUMN 3</u> |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander | | <input type="checkbox"/> Male |
| <input type="checkbox"/> Black, Non-Hispanic | | |
| <input type="checkbox"/> Hispanic | | |
| <input type="checkbox"/> Multiracial | | |
| <input type="checkbox"/> White, Non-Hispanic | | |

PARTICIPATION: The undersigned intends to perform the following work in connection with the above project.

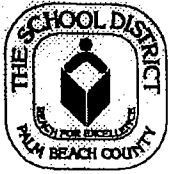
ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm _____

Name and Position (type or print) _____

SIGNATURE

DATE



**THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**
3300 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

**Minority Women Business Enterprise (M/WBE)
Subcontractor Participation Summary**

BID/RFP or Project Name PROFESSIONAL DEVELOPMENT REGARDING ROOT CAUSES OF RACISM

BID/RFP or Project Number 05C-006N

Total Bid (Base and Alternatives) _____

TO DIRECTOR OF PURCHASING DEPARTMENT

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		

Total M/WBE Subcontractor Participation	\$
Percentage of Total Bid (Base & Alternates)	%

Contracting Firm Name _____

Name and Position (type or print) _____

SIGNATURE DATE

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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 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, 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 the 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 the 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.

COMPANY NAME

VENDOR'S SIGNATURE

Must be executed and returned with attached bid at time of bid opening to be considered.
PBSD 0580 New 3/91

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Department of Purchasing, School District of Palm Beach County, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406-5813.** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your RFP No. **05C-006N for Professional Development Regarding Root Causes of Racism** because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____

REQUEST FOR PROPOSAL NO. 05C-006N

Project: Professional Development Regarding Root Causes of Racism RFP No.: 05C-006N

Corporation Name: _____ Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared, _____ ("Corporate Representative") this _____ day of _____, 200____, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains three rows for listing owners.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains three rows for listing proxy holders.

C. Stock held for others and for whom held:

Table with 3 columns: Name, Address, Percentage. Contains four rows for listing stock holdings, alternating between Name and For Whom Held.

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 200____, by _____. Such person(s). (Notary Public must check applicable box):

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Print, Type or Stamp Name of Notary Public)

CONTRACT BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

This contract entered into this ____ day of _____, 200_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and _____, located at _____, (hereinafter referred to as the "Contractor") to provide Professional Development Regarding Root Causes of Racism.

SECTION I - Term of Contract

This contract shall be for the period beginning _____, 200_ through _____, 200_. The contract may be renewed for _____ additional one-year periods at the annual anniversary date. The contract will not extend beyond the _____ year.

SECTION II - Services

The Contractor shall provide Professional Development Regarding Root Causes of Racism per specifications in RFP 05C-006N and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 05C-006N , if any, are also made a part of this contract.

SECTION III - Cost of Services

The Contractor shall be paid for services as listed in the RFP and awarded for Professional Development Regarding Root Causes of Racism for the School Board of Palm Beach County.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to

REQUEST FOR PROPOSAL NO. 05C-006N

the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Request for Proposal, RFP 05C-006N , which are incorporated by reference herein and made a part hereof.

SECTION V – Indemnification/ Hold Harmless Agreement

Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, 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 contractor, subcontractor, 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 contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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 contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of this contract.

REQUEST FOR PROPOSAL NO. 05C-006N

SECTION VI - Insurance

Insurance will be required as stated in RFP 05C-006N . The School Board of Palm Beach County shall be named as additional insured.

SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION VIII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section IX

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: _____

BY: _____
Thomas E. Lynch, Chairman

WITNESS: _____

Date

WITNESS: _____

Attest: _____
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: _____

BY: _____
Attorney