

3/19

# SCHOOL DISTRICT OF PALM BEACH COUNTY

## PURCHASING DEPARTMENT

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

03C-015B

DATE: March 19, 2003

TITLE: RFP FOR SPEECH AND LANGUAGE THERAPY SERVICES

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on April 30, 2003, and plainly marked RFP-03C-015B. 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 30 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.

**REQUEST FOR PROPOSAL NO. 03C-015B**

**SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA**

**REQUEST FOR PROPOSAL FOR**

**SPEECH AND LANGUAGE THERAPY SERVICES**

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- C. Drug-Free Workplace Certification
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REQUEST FOR PROPOSAL NO. 03C-015B

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**REQUEST FOR PROPOSAL FOR**

**SPEECH AND LANGUAGE THERAPY SERVICES**

**1.0 INTRODUCTION**

- 1.1 This is a Request for Proposal (RFP) for **SPEECH AND LANGUAGE THERAPY SERVICES** for the School District of Palm Beach County, Florida (the District).
- 1.2 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.
- 1.3 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 April 30, 2003. 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, 3326 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).
- 2.3 One manually signed original and **six (6)** photocopies of the proposal must be sealed in a package(s) and clearly labeled "**REQUEST FOR PROPOSAL FOR SPEECH AND LANGUAGE THERAPY SERVICES**" on the outside of the package(s). The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package(s).
- 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.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

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2.9 **DELIVERY OF RFPs**: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:

- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Present RFP to Purchasing Department receptionist for official date/time stamping.

**PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.**

**3.0 TIME SCHEDULE**

3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

April 9, 2003	All written questions and inquiries are due.
April 30, 2003	Proposals due no later than 2:00 PM.
May 6, 2003	* Evaluation Committee Meeting
May 21, 2003	Posting of Recommendation.
June 25, 2003	Recommend proposer(s) to the School Board for approval.

\* This is an open, public meeting.

3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.

3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

**4.0 AWARD**

4.1 The District reserves the right to accept or reject any or all proposals.

4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

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.

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- 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 / RENEWAL**

- 5.1 The term of this contract shall be from July 1, 2003 through June 30, 2006, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. 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.

### **6.0 FUNDING OUT, TERMINATION, CANCELLATION**

- 6.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- 6.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 6.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 16.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein”.**

- 6.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

### **7.0 RFP INQUIRIES**

- 7.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, April 9, 2003. Questions received in writing by the time and date specified will be answered in writing. Ms. Brazier 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 Ms. Brazier 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.

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Send all inquiries to attention:

Karen L. Brazier, Purchasing Agent  
Purchasing Department  
School District of Palm Beach County  
3326 Forest Hill Boulevard  
West Palm Beach, FL 33406  
(561) 434-8308 FAX (561) 434-8185  
[brazierk@palmbeach.k12.fl.us](mailto:brazierk@palmbeach.k12.fl.us)

- 7.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 7.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 7.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

**8.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT**

- 8.1 The School District is requesting this affidavit to include 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. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See ATTACHMENT E.

**9.0 LOBBYING**

- 9.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.
- 9.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

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- 9.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION **120.57(3)**, FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.
- 9.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

**10.0 SCOPE OF SERVICES**

- A. The proposer shall provide speech and language therapy services throughout the District at locations designated by the District.
- B. The proposer shall perform specialized duties and services under the general supervision of the District in accordance with the Special Programs and Procedures for Speech Language Impaired.
- C. The District reserves the right to interview all service providers prior to placement. The District reserves the right to refuse to utilize any given service provider.
- D. The District shall establish the schedules for therapy and other services expected of the proposer.
- E. All replacement personnel must have written approval of District staff.
- F. All replacement personnel must have credentials equivalent to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the District for review. The District reserves the right to interview replacement personnel prior to approval by the District.
- G. The proposer agrees to abide by the Quality Assurance Program developed by the District.
- H. Referral - When a child is referred to Child Find, results of vision, hearing, social history, and adaptive behavior scores are reviewed by a Child Study Team (CST). Pertinent information will be reviewed at that time to determine the appropriate action. An Initial Review Form will be completed at this time by the Child Study Team.
- I. Evaluation - Evaluations may be undertaken only after referral. Consent for Evaluation, passed sensory screenings, Social History, Vineland Adaptive Behavior Scales results, Initial Review, and authorization from the District will be obtained.

An evaluation is for the purpose of determining the need for educationally relevant speech and language therapy services. It must include, at a minimum, information to assist in determining eligibility as specified in Special Programs and Procedures for Exceptional Students, School District of Palm Beach County.

- J. Eligibility in Placement - The provider shall participate in the Child Study Team meeting, for the purpose of interpretation of reports, determination of eligibility, generation of I.E.P. goals, and student placement recommendation.

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K. Intervention Services - The provider shall initiate services subsequent to completion of all documentation required as specified in Special Programs and Procedures. Services may include, but are not limited to:

- (1) Screening activity planning
- (2) Curriculum planning / adaptation
- (3) Class individual intervention
- (4) Class group intervention
- (5) Combined therapy (team teaching)
- (6) Environment adaptation
- (7) Equipment construction / adaptation
- (8) Enhancement activities / program
- (9) Consultation / meetings
- (10) Pull-out therapy

L. Transition - The provider shall follow the transition guidelines as specified by the District.

**11.0 QUALIFICATIONS AND SERVICES:**

**11.1 Professionalism and Personal Qualifications**

- A. The proposer guarantees that the service provider is either American Speech and Language Hearing Association (ASHA) certified or supervised as designated by the Certification Fellowship Year (CFY) ASHA supervisory program. The District will not provide supervision for the CFY program and will not accept therapist who have not completed their CFY. Supervisors shall be professionally licensed according to Florida law and agree to provide copies of the license and ASHA certification prior to placement.
- B. The proposer shall provide services consistent with the professional standard of care and shall comply with the ethical requirements imposed by the American Speech and Hearing Association, State of Florida Department of Professional Regulations, the Florida State Department of Education and any other applicable federal, state, or local regulatory agency.
- C. All therapists must be fluent in oral and written English.
- D. The proposer guarantees to become a Medicaid provider to the District.
- E. All service providers will be required to pass the screening of the School Police Department, including fingerprinting, prior to working with students. Successful proposers will be required to pay School District of Palm Beach County the required fee for processing this screening. The fee is currently set at \$84 per person.

**11.2 Supervision**

- A. The proposer agrees to follow the procedures of the Special Programs and Procedures for Exceptional Children, The School District of Palm Beach County. (See attached)
- B. The proposer agrees to maintain records required by the Board. These records will be available for review by personnel designated by the District. Therapists will do one-on-one therapy with students, "direct student programming" as well as serve as a consultant to the classroom staff to carry over activities. When the proposer is a speech therapist, the supervision of direct student programming will be done by a speech therapist directly or indirectly employed by the District.



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- C. The proposer agrees to follow the procedures (including but not limited to signing in and out, no telephone calls during treatment time) of the individual schools or agencies where they are assigned.

**11.3 Student Reports Required**

- A. The proposer will prepare time logs, reports, written analysis and other written memoranda in the form and manner deemed appropriate by the District.
- B. The records will be executed in such a manner to be acceptable to Medicaid for eligible students.

**11.4 Payment**

- A. The proposer will bill Medicaid for evaluations and services for Medicaid eligible students.
- B. A statement for services shall be rendered by the awarded proposer for each school site specifying the names of service providers, dates of service, beginning and ending hours, and the services provided weekly. The awarded proposer shall submit documented invoices monthly. The District will pay the documented invoices with 30 calendar days after receipt of invoice.
- C. The proposer will bill the District for services rendered to non-Medicaid eligible students.
- D. The proposer will bill separately the District required evaluations.

**11.5 Level of Services**

- A. The District shall provide the awarded proposer a list of therapy personnel needs and / or changes for services. The proposer shall provide the requested level of service within 10 calendar days of written notice. During the term of this contract, if the District reduces the level of service it will provide a minimum of 10 calendar days written notice of the reduction of charges in the amount services.
- B. The proposer shall provide the District with all changes of services in writing. The proposer shall provide the District a minimum of 30 days notice for any reduction and/or changes in the amount of services.
- C. The proposer is responsible for informing their employees of the specifics of the school calendar workdays. The District will provide a school calendar to the awarded proposer(s).

**12.0 EVALUATION COMMITTEE MEETINGS**

- 12.1 As stated in Section 3.1 and Section 14.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per E.S. 286.011, this is an open public meeting. Notification will also be posted for review by interested parties at the Fulton Holland Educational Services Center, 3300 Forest Hill Boulevard, Main Lobby Area, West Palm Beach, FL 33406.

## REQUEST FOR PROPOSAL NO. 03C-015B

### **13.0 PREPARATION AND SUBMISSION**

- 13.1 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.**
- 13.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.
- 13.3 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 13.4 **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.
- 13.5 **Request for Proposal:** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 13.6 **Experience and Qualifications of the Firm:** Provide detailed information regarding the experience your firm has had providing speech and language therapy. Specifically list experience working in educational settings such as in classrooms or with parents. **Additionally, a minimum of two written references from clients served in the past three years are to be submitted with your proposal.**
- 13.7 **Qualifications of Staff:** Give the names of individuals who will be assigned to this contract, including their resumes and expand on their experience working in educational settings and with parents.
- 13.8 **Cost of Services:** State your hourly fee for providing services as specified herein. Mileage will not be reimbursed nor is it billable. There will be no additional charges or fees.
- 13.9 **Minority/Women Business Participation:** Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points.

Items to be considered for assigning points for minority/women participation shall include but not be limited to:

- A. Statement of minority involvement in the RFP proposal process.
- B. Firm meeting Palm Beach County School Board RFP qualifications and specifications.
- C. Signed agreement attached to RFP proposal for M/WBE firm.
- D. Details of levels of professional services/staffing of M/WBE firm involved throughout the engagement.
- E. Extent of primary firm's commitment to minority/women on a local level.

- 13.10 **Insurance:** Provide proof of your company's insurance as required in Section 22.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

### **14.0 PROPOSAL EVALUATION PROCESS:**

- 14.1 RFPs are received and publicly opened. Only names of respondents are read at this time.

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- 14.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 14.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 15.0.
- 14.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 14.5 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 14.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 14.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 14.8 The School Board will award or reject any or all proposal(s).

**15.0 EVALUATION CRITERIA**

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

	<b><u>MAXIMUM POINTS</u></b>
A. <b><u>Experience and Qualifications of the Firm</u></b>	20
B. <b><u>Experience and Qualifications of Staff</u></b>	30
C. <b><u>Cost of Services</u></b>	40
D. <b><u>Minority/Women Business Participation</u></b>	10
	<hr/>
Total	100

**16.0 CANCELLATION OF AWARD/TERMINATION**

- 16.1 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.

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- 16.2 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.
- 16.3 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.
- 16.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

### **17.0 DEFAULT**

- 17.1 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.

### **18.0 DEBARMENT**

- 18.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

### **19.0 LEGAL REQUIREMENTS**

- 19.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- 19.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

### **20.0 FEDERAL AND STATE TAX**

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

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**21.0 CONFLICT OF INTEREST**

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

**22.0 INSURANCE REQUIREMENTS**

22.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

22.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Karen L. Brazier, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

22.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

22.4 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.

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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.

- D. **PROFESSIONAL LIABILITY:** The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Palm Beach County School District and each officer, agent and employee of the Palm Beach County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

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

**23.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- 23.1 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
  - 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.
- 23.2 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.
- 23.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.

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23.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

### **24.0 PUBLIC RECORDS LAW**

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

### **25.0 PERMITS AND LICENSES**

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

### **26.0 INTELLECTUAL PROPERTY RIGHTS**

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

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

### **27.0 COST INCURRED IN RESPONDING**

27.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

### **28.0 SUB-CONTRACTS**

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

28.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

28.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

### **29.0 INDULGENCE**

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

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**30.0 JOINT PROPOSAL**

30.1 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.

**31.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

31.1 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.

31.2 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.**

31.3 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, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508. 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.

31.4 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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- 31.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 31.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

### **32.0 PUBLIC ENTITY CRIMES**

- 32.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 32.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

### **33.0 USE OF OTHER CONTRACTS**

- 33.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

### **34.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

- 34.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.
- 34.2 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.

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**35.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 35.1 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 19.1.
- 35.2 "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.
- 35.3 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.
- 35.4 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.
- 35.5 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.

**36.0 AGREEMENT**

- 36.1 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.

**37.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS**

- 37.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Service Center, 3300 Forest Hill Boulevard, Main Lobby Area, 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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**38.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

- 38.1 RFP recommendations and tabulations will be posted for review by interested parties, at the Fulton Holland Educational Service Center, 3300 Forest Hill Boulevard, Main Lobby Area, West Palm Beach, FL, on May 21, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.
- 38.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. 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.
- 38.3 If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section 9.3 of this proposal and School Board Policy 6.14.
- 38.4 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.