

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
CARDIOPULMONARY RESUSCITATION (CPR), FIRST AID AND
AUTOMATED EXTERNAL DEFIBRILLATOR TRAINING
REQUIRED RESPONSE FORM

04C-011B

DATE: February 3, 2004

TITLE: RFP FOR CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL
DEFIBRILLATOR (AED) AND FIRST AID TRAINING

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 March 10, 2004, and plainly marked RFP-04C-011B. 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 29 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 CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED
EXTERNAL DEFIBRILLATOR (AED) AND FIRST AID TRAINING

INDEX

- 1.0 INTRODUCTION
- 2.0 INSTRUCTIONS TO PROPOSER
- 3.0 TIME SCHEDULE
- 4.0 AWARD
- 5.0 TERM OF CONTRACT / RENEWAL
- 6.0 FUNDING OUT, TERMINATION, CANCELLATION
- 7.0 RFP INQUIRIES
- 8.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT
- 9.0 LOBBYING
- 10.0 SCOPE OF SERVICES
- 11.0 EVALUATION COMMITTEE MEETINGS
- 12.0 PREPARATION AND SUBMISSION
- 13.0 PROPOSAL EVALUATION PROCESS:
- 14.0 EVALUATION CRITERIA
- 15.0 CANCELLATION OF AWARD/TERMINATION
- 16.0 DEFAULT
- 17.0 DEBARMENT
- 18.0 LEGAL REQUIREMENTS
- 19.0 FEDERAL AND STATE TAX
- 20.0 CONFLICT OF INTEREST
- 21.0 INSURANCE REQUIREMENTS
- 22.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT
- 23.0 PUBLIC RECORDS LAW
- 24.0 PERMITS AND LICENSES
- 25.0 INTELLECTUAL PROPERTY RIGHTS
- 26.0 COST INCURRED IN RESPONDING
- 27.0 SUB-CONTRACTS
- 28.0 INDULGENCE
- 29.0 JOINT PROPOSAL
- 30.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION
- 31.0 PUBLIC ENTITY CRIMES
- 32.0 USE OF OTHER CONTRACTS
- 33.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT
- 34.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY
- 35.0 AGREEMENT
- 36.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS
- 37.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

ATTACHMENTS

- A. M/WBE Subcontractor Participation Letter of Intent
- B. M/WBE Subcontractor Participation Summary
- C. Drug-Free Workplace Certification
- D. Statement of No Bid
- E. Sample Contract
- F. Beneficial Interest and Disclosure of Ownership Affidavit
- G. Cost of Services

SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR

CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL DEFIBRILLATOR (AED)
AND FIRST AID TRAINING

1.0 **INTRODUCTION**

- 1.1 This is a Request for Proposal (RFP) for CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND FIRST AID TRAINING 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 **March 10, 2004**. 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).
- 2.3 One manually signed original and **nine (9)** photocopies of the proposal must be sealed in a package(s) and clearly labeled "**REQUEST FOR PROPOSAL FOR CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND FIRST AID TRAINING**" 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.

REQUEST FOR PROPOSAL NO. 04C-011B

- 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.
- 2.9 DELIVERY OF REPS: 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).

February 17, 2004	All written questions and inquiries are due.
March 10, 2004	Proposals due no later than 2:00 PM.
March 17, 2004	* Evaluation Committee Meeting
March 19, 2004	Posting of Recommendation.
April 21, 2004	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.

REQUEST FOR PROPOSAL NO. 04C-011B

- 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.

5.0 TERM OF CONTRACT / RENEWAL

- 5.1 The term of this contract shall be from April 24, 2004 through April 23, 2007, and may, by mutual agreement between the School Board and the awardee(s), be renewable for one additional two-year period. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee(s) 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(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee(s) 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 15.0, 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”.

REQUEST FOR PROPOSAL NO. 04C-011B

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, February 17, 2004. Questions received in writing by the time and date specified will be answered in writing. Karen 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 Karen 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.

Send all inquiries to attention:

Karen Brazier, Purchasing Agent
Purchasing Department
School District of Palm Beach County
3300 Forest Hill Boulevard
West Palm Beach, FL 33406
(561) 434-8308 FAX (561) 434-8185
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.
- 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

- 10.1 Provide training, certification and recertification to School District Personnel for Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED), and First Aid in compliance with the American Heart Association and/or the Red Cross.
- 10.2 Provide authentic certification to those School District personnel who have demonstrated competence in the aforementioned training, within two weeks from the date of training.
- 10.3 Facilitate the distribution of course evaluation forms to each participant, and return these evaluation forms to the appropriate School District staff upon completion of the series of trainings.
- 10.4 Conduct training sessions at the proposer's facility(s) or at School District locations throughout Palm Beach County. In your proposal, state the location(s) of your available training facilities, including a description of each. The District's requestor will determine the location requirements for each training session.
- 10.5 Document each participant's name, social security number and the number of component points awarded (based upon the number of hours the participant spent in the training). This documentation shall be returned to the appropriate School District staff upon completion of the series of trainings.
- 10.6 Schools and departments will request training and certification courses at various times throughout each contract year.
- 10.7 The following departments have identified their anticipated (but not guaranteed) requirements based on a twelve month period:

Student Services:

CPR, AED and First Aid training to be provided to four staff members from each school, two trained and certified in the fall and two in the spring (approximately 668)

Training at multiple off-site locations, approximately fifteen dates in the fall and ten in the spring
Certifications required in compliance with the Cardiac Arrest Survival Act and the Good Samaritan Act

REQUEST FOR PROPOSAL NO. 04C-011B

School Food Service:

CPR and First Aid training and certification for approximately eighty school food service managers

Training sessions can be held at the School Food Service office

Safe Schools:

Approximately 15-20 After-School program workers need CPR and First Aid training and certification

Training sessions will be at School District facilities at the beginning of the school year

Risk Management:

CPR, AED and First Aid training for approximately ten first responders and train-the-trainer courses for CPR, AED and First Aid

Training sessions to be held in the Administrative Building on Forest Hill Blvd., West Palm Beach

School Police:

CPR, AED and First Aid training and certification in compliance with the Red Cross, for approximately one hundred and seventy-five people in July

Secondary Education:

American Heart Association Heartsaver Instructor training for approximately twenty teacher trainers

Services required include, but are not limited to, monitoring the instructors while teaching CPR, providing administrative services such as issuing and tracking CPR cards issued to students who are trained by the teachers and providing support for the instructors

Coaches:

CPR, AED and First Aid training and certification for all new coaches and recertification for all returning coaches (totaling approximately eight hundred per year)

Training sessions needed one Saturday each month at a central location for new certifications

Train-the-trainer sessions to offer "Challenge" (renewal) classes at individual schools

"Challenge" classes as needed throughout the county

Sports specific training related to athletic situations

Maintain records and provide cards for all who complete the CPR, AED and First Aid training

Provide resource information for school trainers

The requirements stated above are provided as a basic outline of requirements for the training and certification needs known at this time. The estimated number of participants is subject to change in order to meet the needs of the District. No guarantee is implied or given as to the value of any award made as a result of this Request For Proposal.

11.0 EVALUATION COMMITTEE MEETINGS

- 11.1 As stated in Section 3.1 and Section 13.2 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 School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

12.0 PREPARATION AND SUBMISSION

12.1 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 nine (9) copies of the proposal be submitted with the original proposal.**

12.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.

12.3 **Table of Contents:** Include a clear identification of the material by section and by page number.

12.4 **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.

12.5 **Request for Proposal:** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

12.6 **Experience and Qualifications:** State your experience during the last three years providing cardiopulmonary resuscitation, automated external defibrillator and first aid training and certification. List the names of the individuals who will provide this training and certification and include their resumes. Also provide the contact person who will be responsible for coordinating training sessions with the School District.

12.7 **Approach / Methodology:** State how you will provide the cardiopulmonary resuscitation, automated external defibrillator and first aid training and certification to School District personnel. Provide an outline of the class schedule and what materials, tests, training devices, etc will be used for these sessions.

12.8 **Cost of Services:** State the cost for training and certification per student on Attachment G, Cost of Services. The fee per student should be all-inclusive. There shall be no additional fees for test, cards, books, etc. The instructors travel time is not billable and there shall be no allowance for travel. Complete and return Attachment G, Cost Of Services, with your proposal.

12.9 **Minority/Women Business Participation:** Proposers are to indicate the extent and nature of the MWBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority, women, or disadvantage business enterprises, at the time of submittal, will be awarded a maximum of ten points. **Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation.** Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points

Points for utilization of certified M/WBE subcontractors shall be assigned as follows:

15% and over	10 points
9% - 14%	8 points
4% - 8%	6 points
1% - 3%	4 points
0%	0 points

12.10 **Insurance:** Provide proof of your company's insurance as required in Section 21.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

REQUEST FOR PROPOSAL NO. 04C-011B

13.0 PROPOSAL EVALUATION PROCESS:

- 13.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 13.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 13.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.0 and rank all proposals accordingly.
- 13.4 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.
- 13.5 The Evaluation Committee, or their designees, reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer, and/or all proposers being considered for recommendation of award. If a mutually beneficial agreement with the first ranked proposer, or all proposers being considered for award, cannot be reached, the negotiation team reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached with the appropriate number of proposers to meet the needs of the District.
- 13.6 The results of the Evaluation Committee are reviewed and approved by the Department Director and the Director of Purchasing prior to posting of the recommendation.
- 13.7 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 13.8 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 13.9 The School Board will award or reject any or all proposal(s).

14.0 EVALUATION CRITERIA

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications</u>	30
B. <u>Approach / Methodology</u>	20
C. <u>Cost of Services</u>	40
D. <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.

17.0 DEBARMENT

- 17.1 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.

18.0 LEGAL REQUIREMENTS

- 18.1 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.
- 18.2 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.

19.0 FEDERAL AND STATE TAX

19.1 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.

20.0 CONFLICT OF INTEREST

20.1 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.

21.0 INSURANCE REQUIREMENTS

21.1 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.

21.2 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 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.

21.3 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.

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
- 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.

- 22.2 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.

This article will survive the termination of this contract.

23.0 PUBLIC RECORDS LAW

- 23.1 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.

REQUEST FOR PROPOSAL NO. 04C-011B

24.0 PERMITS AND LICENSES

24.1 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.

25.0 INTELLECTUAL PROPERTY RIGHTS

25.1 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.

26.0 COST INCURRED IN RESPONDING

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

27.0 SUB-CONTRACTS

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

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

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

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.

REQUEST FOR PROPOSAL NO. 04C-011B

- 30.5 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 Office of Supplier Diversity 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 Office of Supplier Diversity 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 Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 30.6 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 Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 31.0 PUBLIC ENTITY CRIMES**
- 31.1 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.
- 31.2 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.
- 32.0 USE OF OTHER CONTRACTS**
- 32.1 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.**
- 33.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**
- 33.1 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.
- 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 Purchasing Department Reception Center, at 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.

REQUEST FOR PROPOSAL NO. 04C-011B

37.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 37.1 RFP recommendations and tabulations will be posted at the Purchasing Department Reception Center for review by interested parties, at 3300 Forest Hill Boulevard, 3rd Floor, A-Wing Suite A-323, West Palm Beach, FL, on **March 19, 2004** 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.
- 37.2 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.
- 37.3 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.

AWARDED COMPANIES FOR CPR, AED, AND FIRST AID TRAINING

Company Name: A1A Training
Vendor # V000647383
Contact Person: Sylvie R. Hopkins
Phone Number: 561-638-8226

Rates:	Full Certification CPR & AED	\$ 30.00	per person
	Full Certification First Aid	\$ 35.00	per person
	Recertification for CPR and AE	\$ 25.00	per person
	Recertification for First Aid	\$ 30.00	per person
	Train-the-Trainer course	\$185.00	per person

Additional Information: Minimum class size is 10. Fee includes teaching package and videos required to teach Heartsaver CPR course. Challenges \$20.00 per person / minimum class size 20, CPR cards \$5.00 per person.

Company Name: ATEC, Inc. (Advanced Technical & Educational Consultants)
Vendor # V000639441
Contact Person: Rhonda McCartt
Phone Number: 561-471-4646

Rates:	Full Certification CPR & AED	\$ 45.00	per person
	Full Certification First Aid	\$ 40.00	per person
	Recertification for CPR and AE	\$ 30.00	per person
	Recertification for First Aid	\$ 30.00	per person
	Train-the-Trainer course	\$ 75.00	per person

Company Name: H.E.L.P Technologies
Vendor # C650967223
Contact Person: Tina Palermo
Phone Number: 561-644-3989

Rates:	Full Certification CPR & AED	\$ 20.00	per person
	Full Certification First Aid	\$ 20.00	per person
	Recertification for CPR and AE	\$ 20.00	per person
	Recertification for First Aid	\$ 15.00	per person
	Train-the-Trainer course	\$100.00	per person

Additional Information: Minimum class size is 8, maximum is 30.

Company Name: Life Safety Solutions
Vendor # V000649188
Contact Person: Dave Magruder
Phone Number: 561-748-0000

Rates: see information below.

CPR / AED / First Aid Initial class, Student Services, School Police

7 1/2 hour class

CPR includes Adult, Child and Infant

Minimum in class 8 - Maximum of 24

Cost \$55.00 per person includes all materials

CPR / AED / First Aid Refresher

All participants must show a valid certification card equal to this course level

4 hour class

Review includes Adult, Child and Infant CPR

Minimum or 8 participants - Maximum of 24 participants

Cost \$40.00 per person includes all materials

CPR / First Aid Initial class, School Food Service, Safe Schools.

6 hour class

Does NOT include AED

CPR Includes Adult, Child and Infant

Minimum of 8 participants - Maximum of 24 participants

Cost \$50.00 per person includes all materials

CPR / First Aid Refresher

All participants must show a valid certification card equal to this course level.

4 hour class

Does NOT include AED

CPR Includes Adult, Child and Infant

Minimum of 8 participants - Maximum of 24 participants

Cost \$40.00 per person includes all materials

CPR / AED / First Aid for Coaches

Initial class is 8 hours, refresher class is 5 hours

All classes will be offered on Saturday's

Includes sport specific materials

"Challenge" recertification will be pass/fail skills and written testing

All participants must show a valid certification card equal to this course level

CPR Includes Adult, Child and Infant

Minimum of 16 participants, maximum of 36 participants

Cost- Initial class-\$60.00

Cost- Refresher class- \$45.00

"Challenge" Pass/Fail \$25.00

Train-The-Trainer, Risk Management Staff

12 hour class (1-1/2 days)

All participants must be evaluated teaching at least one class prior to receiving certification

CPR / AED & First Aid Included

Minimum of 8 persons per class - Maximum of 24 per class

Includes all materials

Cost \$150.00 per person, includes instructor monitoring

Instructor Training, Secondary Education

8 hour class

AHA Heartsaver CPR / AED

All participants must be evaluated teaching at least one class prior to receiving certification

Minimum of 8 persons per class - Maximum of 24 per class

Includes all materials

Cost \$130.00 per person, includes instructor monitoring

Administrative Services

The certified instructors for the SDPBC may teach Heartsaver CPR classes as long as they follow all AHA guidelines.

The SDPBC must purchase all necessary supplies and equipment for such classes.

LSS will provide guidance for the acquisition of materials.

SDPBC staff shall provide all class required paperwork to LSS.

LSS will provide course completion cards to the Instructor and invoice the SDPBC for \$5.00 per card.

SDPBC must retain the original rosters and related paperwork for the life of the contract.

LSS retains the right to observe any and all classes taught by SDPBC staff and may cancel this portion of the contract for continued violations of policies and procedures.

LSS will work with SDPBC staff to develop the needed policies and procedures for an "internal" CPR program.

General Terms

Minimum billable amount will be for 8 participants per class.

Classes will ONLY be confirmed if a minimum of 8 persons register

LSS will use pre-determined student/instructor ratios. LSS will charge \$15.00 for each registered participant that did not attend the class without exceptions.

Participants must attend and pass the entire class to attain certification

LSS will invoice the SDPBC on a quarterly basis

Copies of rosters and evaluations will be submitted with the invoice

Payable terms is net/30 days.

SDPBC shall appoint at least one staff member from each participating department to act as a liaison to LSS for the life of the contract.

REQUEST FOR PROPOSAL NO. 04C-011B

Project: REQUEST FOR PROPOSAL FOR CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND FIRST AID TRAINING

RFP No.: 04C-011B

Corporation Name: A1A TRAINING Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF FLORIDA COUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared, Sylvie Hopkins, ("Corporate Representative") this 9 day of March, 2004, 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:

<u>SYLVIE R. HOPKINS</u>	<u>13438 SABAL PALM COURT, #C, DELRAY BEACH</u>	<u>97%</u>
Name	Address	Percentage
	<u>FL 33484-1426</u>	
Name	Address	Percentage
Name	Address	Percentage

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

Name	Address	Percentage
Name	Address	Percentage

C. Stock held for others and for whom held:


Name	Address	Percentage
For Whom Held	Address	Percentage
Name	Address	Percentage

CORPORATE REPRESENTATIVE

By: Sylvie R. Hopkins

SWORN TO and subscribed before me this 9 day of March, 2004, by Sylvie Hopkins. 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)

 Dallas L. Henninge
 Commission # DD09619
 Expires Feb. 28, 2006
 Bonded Thru Atlantic Bonding Co., Inc.

Dallas L. Henninge
 Notary Public
Dallas L. Henninge
 (Print, Type or Stamp Name of Notary Public)

REQUEST FOR PROPOSAL NO. 04C-011B

Project: REQUEST FOR PROPOSAL FOR CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND FIRST AID TRAINING

RFP No.: 04C-011B Advanced TECHNICAL *

Corporation Name: Educational Consultants Inc 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:

- 1. Rhonda McCarth 7120 Thompson Rd, Bonton Bch, FL 33420 55%
2. Glenn Joseph 1850 Homewood Hl, Deryn Bch, FL 33442 25%
3. John Treanor 1507 Hollyhock Rd, Wellington, FL 33414 10%
4. Richard Murphy 9806 Goldenrod Dr, Bonton Bch, FL 33437 10%

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

Table with 3 columns: Name, Address, Percentage. Rows are blank.

C. Stock held for others and for whom held:

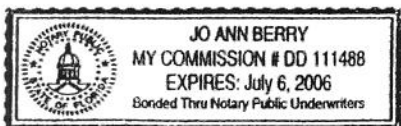
Table with 3 columns: Name, Address, Percentage. Rows are blank.

CORPORATE REPRESENTATIVE

By: [Signature]

SWORN TO and subscribed before me this 9 day of March, 2004, by Rhonda S. McCarth. Such person(s). (Notary Public must check applicable box):

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



[Signature]
Notary Public
Jo Ann Berry
(Print, Type or Stamp Name of Notary Public)

N/A

Individual ownership

Project: REQUEST FOR PROPOSAL FOR CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND FIRST AID TRAINING

RFP No.: 04C-011B

Corporation Name: H.E.I.P. TECHNOLOGIES Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF FLORIDA COUNTY OF PALM BEACH COUNTY

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:

Name	Address	Percentage

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

Name	Address	Percentage

C. Stock held for others and for whom held:

Name	Address	Percentage
For Whom Held	Address	Percentage
Name	Address	Percentage

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)

REQUEST FOR PROPOSAL NO. 04C-011B

Project: REQUEST FOR PROPOSAL FOR CARDIOPULMONARY RESUSCITATION (CPR), AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND FIRST AID TRAINING

RFP No. 04C-011B

Corporation Name: Life Safety Solutions Tax FEIN Number: _____

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

STATE OF Florida COUNTY OF Martin

Before me, the undersigned authority, personally appeared, David Magruder, ("Corporate Representative") this 23 day of March, 2004, 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 101(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. Row 1: David Magruder, 10601 SF Le Parc Dr Tequesta, FL 33460, 100%

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

Table with 3 columns: Name, Address, Percentage. Row 1: none

C. Stock held for others and for whom held:

Table with 3 columns: Name, Address, Percentage. Row 1: none

CORPORATE REPRESENTATIVE

By: [Signature]

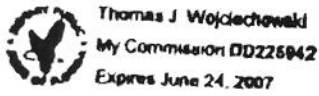
SWORN TO and subscribed before me this 23 day of March, 2004, by [Name]. Such person(s). (Notary Public must check applicable box):

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

(NOTARY PUBLIC SEAL)

[Signature]

Notary Public



Thomas Wojciechowski (Print, Type or Stamp Name of Notary Public)