

58
2/28/07

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

07C-008B

DATE: March 2, 2007

TITLE: RFP FOR CHILD/ADOLESCENT PSYCHIATRIC SERVICES

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 28, 2007, and plainly marked RFP-07C-008B. 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 all pages 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
CHILD/ADOLESCENT PSYCHIATRIC SERVICES**

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- 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

SCHOOL BOARD OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR

CHILD / ADOLESCENT PSYCHIATRIC SERVICES

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for **CHILD / ADOLESCENT PSYCHIATRIC SERVICES** to The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District).
- 1.2 The Department of Exceptional Student Education (ESE) is seeking the services of a child/adolescent psychiatrist for the purposes of providing psychiatric services at Indian Ridge School for their students or students being considered for the eligibility of severely emotionally disturbed (SED). The services will be needed during the school year and during the extended school year session at Indian Ridge School, 1955 Golden Lakes Boulevard West Palm Beach, Florida, 33411. The services will be needed for a maximum of 37.5 hours per week. The SED center principal will determine the hours scheduled for weekly service. Some evening hours may be required to accommodate family counseling sessions and emergencies; these hours may be completed at a different location.
- 1.3 The District's Exceptional Student Education Department will also require child/adolescent psychiatric services on a consultant basis for review and recommendations regarding Individual Education Plans (IEP) for students.

2.0 INSTRUCTIONS TO PROPOSER

- 2.1 All proposals must be received no later than 2:00 PM, on March 28, 2007. 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 above stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.
- 2.3 One manually signed original and SIX (6) photocopies of the proposal must be sealed in a package(s) and clearly labeled "REQUEST FOR PROPOSAL FOR CHILD / ADOLOSCENT PSYCHIATRIC SERVICES" on the outside of the package(s). The proposer's legal name, address, 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.

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- 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.
- 2.9 DELIVERY OF RFPs: When hand delivering your RFP, proposers must follow the District's security access procedures. The procedures are as follows:
 - A. Park in visitors' parking area.
 - B. Enter building through the front door.
 - C. Proceed to the Purchasing Department located in Third Floor, A-Wing, Room A-323.
 - D. Present proposal to Purchasing Department receptionist for official date/time stamping.

PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR PROPOSAL 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).

| | |
|----------------|--------------------------------------------------------------------------------|
| March 13, 2007 | All written questions and inquiries are due. |
| March 28, 2007 | Proposals due no later than 2:00 PM. |
| April 3, 2007 | * Evaluation Committee Meeting |
| April 11, 2007 | Posting of Recommendation. |
| May 16, 2007 | * Recommend proposer(s) to The School Board of Palm Beach County 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 the Board's approval, to cancel the RFP or portions thereof, without penalty.

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- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.
- 4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

5.0 TERM OF CONTRACT / RENEWAL

- 5.1 The term of the contract shall be from July 1, 2007 through June 30, 2011, and may, by mutual agreement between the School Board and the Contractor, be renewable for one additional one-year period. The School Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the Contractor prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The Contractor will be notified when the School Board has acted upon the recommendation.

6.0 RFP INQUIRIES

- 6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, March 13, 2007. Questions received in writing by the time and date specified will be answered in writing in the form of an addendum.

Send all questions by email or fax to attention:

Karen Brazier, Purchasing Agent
brazierk@palmbeach.k12.fl.us
FAX (561) 963-3823

- 6.2 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.
- 6.3 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.
- 6.4 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.5 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.
- 6.6 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 Board.

7.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

7.1 The School Board 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 F.

8.0 LOBBYING

8.1 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.

8.2 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 of the RFP and prior to the posted recommendation on the award of the contract.

8.3 Any proposer 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 of Education rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any proposer who is adversely affected by the recommended award may address the board at a regularly scheduled board meeting.

8.4 Any proposer or any individuals that lobby on behalf of proposer during the time specified will result in rejection / disqualification of said proposal.

9.0 SCOPE OF SERVICES

9.1 Perform psychiatric assessments (intake, updates and discharges) on Severely Emotionally Disturbed (SED) students currently attending the SED center, students being referred for possible placement at the SED center, and/or at the request of an Individual Education Plan (IEP) committee. (The student must already be eligible for an ESE program except at the discretion of the Director of Exceptional Student Education or designee.) The evaluation will include analyzing and evaluating existing test data and/or examination of findings to diagnose the nature and extent of the mental disorder and prepare a report summarizing the results, which will include a DSM IV diagnosis which includes Axis 1-5.

9.2 Prescribe and direct the administration of psychotherapeutic treatments and/or medications which he/she prescribes to treat mental, emotional or behavioral disorders for students at the SED center. This will include a minimum of monthly monitoring and documentation of any student who is prescribed medication. Serve as a source of medication management for students, including the timely dispensing of medication and record keeping for students at the SED center. The student's parent/guardian shall be responsible for the purchase of medications.

9.3 Provide supervision to the student's assigned therapist/family counselor at the SED center and the area offices in developing a treatment plan.

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- 9.4 Meet weekly with members of mental health team at the SED center in assessing a student's mental health and provide crisis intervention on a formal or informal basis; to include hospitalization under the Baker Act if necessary.
- 9.5 Attend a variety of regularly scheduled school meetings, including IEP meetings and weekly team meetings as requested. Travel time for these meetings may be incurred and billed at the hourly rate stated in your proposal.
- 9.6 Communicate with the parents/guardians to maintain an update on the status of the child at school and learn how the student is functioning outside the school setting.
- 9.7 Assist and provide staff development regarding clinical issues.
- 9.8 Communicate regularly with psychiatrists in the community by telephone contact to discuss clinical functioning related to medication issues and other relevant issues as appropriate for those students being treated by outside psychiatrists.
- 9.9 Provide consultation services to other students in the District as requested by the Executive Director of Exceptional Student Education or designee.

10.0 EVALUATION COMMITTEE MEETINGS

- 10.1 As stated in Section 3.1 and Section 12.2 the Evaluation Committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per section 286.011, Florida Statutes, the Evaluation Committee meeting is open to the public. Notification of the Evaluation Committee's decision will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

11.0 PREPARATION AND SUBMISSION

- 11.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all responsive information in your proposal. It is required that six (6) copies of the proposal be submitted with the original proposal.
- 11.2 Title Page: Show the date; RFP number; the date, RFP subject; and proposer's name, address, telephone number, and email address.
- 11.3 Table of Contents: Include a clear identification of the material by section and by page number.
- 11.4 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.
- 11.5 Request for Proposal: Complete the Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 11.6 Experience and Qualifications: Submit proof of the following with your proposal:
 - 11.6.1 Give the names of individuals who will be assigned to this contract, and include their resumes and expand on their experience in the area they will be serving.

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- 11.6.2 Florida licensed Medical Doctor (M.D.) with specialization in psychiatry and a clinical fellowship in child and adolescent psychiatry. Include with RFP response a copy of these credentials, including documentation of completion of fellowship.
- 11.6.3 Two (2) or more years of successful clinical experience working primarily in the area of child and adolescent psychiatry.
- 11.6.4 Experience working with K-12 educational programs that integrate instructional and mental health services is preferred.
- 11.6.5 Knowledge of information and techniques needed to rehabilitate mental disorders and to provide career guidance including alternative treatments, rehabilitation equipment and its proper use, and methods to evaluate treatment effects.
- 11.6.6 Demonstrated ability to perform psychiatric evaluations, diagnose medical problems and prescribe appropriate treatments. (See requirements under Section 11.6.3)
- 11.6.7 Basic knowledge of the Individuals with Disabilities Education Act (IDEA) and needs of emotionally handicapped and severely emotionally disturbed students.
- 11.6.8 Demonstrated ability to effectively communicate, both orally and in writing.
- 11.6.9 Be responsible for providing reports required under Section 9.0, "Scope of Services." The District will provide a furnished office, including general office supplies, a computer, telephone and fax at Indian Ridge School, as well as some clerical assistance.
- 11.6.10 In the event of any absences the contract awarded provider must have a substitute psychiatrist comparably certified to perform all functions required in this Request for Proposal. Submit this psychiatrist's resume with your proposal.
- 11.6.11 If submitting a proposal as an agency with more than one psychiatrist, clearly identify the individual who would work on a continual basis at Indian Ridge School. If during the contract term a permanent replacement is necessary, he/she must have prior approval from the District ESE Contact and documentation must be submitted to the purchasing agent of the replacement's credentials.
- 11.6.12 Successful provider(s) will be required to pass the screening of the School Police Department, including fingerprinting, as required for all School District personnel. The fee for this screening is currently \$84.00 per person and the successful proposer is required to pay the fee. The substitute psychiatrist must also pass fingerprinting and a background check.
- 11.6.13 The district reserves the right to interview any proposed psychiatrist and in the event the individual is not acceptable, request a replacement. Additionally, if at any time during the contract the District is not satisfied with the performance of the assigned psychiatrist, the District reserves the right to request an immediate replacement. If a qualified replacement cannot be provided, the District reserves the right to cancel the contract without penalty.
- 11.7 **Approach / Methodology:**
- 11.8 At a minimum, provide documentation to show how you will provide the services as stated in Section 9.0.

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- 11.9 Submit with RFP response a recent (within the past three months) initial psychiatric assessment that you have completed on a school age student who has already been determined eligible for an ESE program.

- 11.10 Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE'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 |

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

12.0 PROPOSAL EVALUATION PROCESS:

- 12.1 RFPs are received and publicly opened. Only names of respondents will be read at this time.
- 12.2 An Evaluation Committee, consisting of District personnel, will receive copies of all responsive proposals and do a preliminary review and score for each proposal. The evaluation committee will convene, review and discuss all proposals. Purchasing personnel will participate in an advisory capacity only.
- 12.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria and rank all proposals accordingly.
- 12.4 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.
- 12.5 The Evaluation Committee or its designees reserve the right to negotiate further terms and conditions, including price with the highest ranked proposer. If a mutually beneficial agreement with the first ranked proposer, or all proposers being considered for award, cannot be resolved, the Evaluation Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until an agreement is reached with the number of proposers required to meet the needs of the District.
- 12.6 The results of the Evaluation Committee's evaluation and ranking is reviewed and approved by the Department Director and the Purchasing Director prior to posting the recommendation.

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- 12.7 The Purchasing Department will prepare and submit an agenda item to the District's Superintendent of Schools.
- 12.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).
- 12.9 The Board will award or reject any or all proposal(s).

13.0 EVALUATION CRITERIA

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

| | <u>MAXIMUM POINTS</u> |
|-------------------------------------------------|-----------------------|
| A. <u>Experience and Qualifications</u> | 40 |
| B. <u>Approach / Methodology</u> | 20 |
| C. <u>Cost of Services</u> | 30 |
| D. <u>Minority/Women Business Participation</u> | 10 |
| | <hr/> |
| Total | 100 |

14.0 CANCELLATION OF AWARD/TERMINATION

- 14.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or his 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 School Board for immediate cancellation. Upon cancellation hereunder, the School Board 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.
- 14.2 The School Board, 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 School Board 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.
- 14.3 The Contractor(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.
- 14.4 Cancellation of contract by Contractor may result in removal from proposer list for a period of three years.

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15.0 FUNDING OUT, TERMINATION, CANCELLATION

- 15.1 Florida School Laws prohibit the School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.
- 15.2 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.
- 15.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The 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 14.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. That the School Board will not 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 Palm Beach County, Florida of all further obligations in any way related to such services and equipment covered herein”.

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

16.0 DEFAULT

- 16.1 In the event that the awarded proposer(s) should breach the contract, the School Board reserves the right to seek remedies in law and/or in equity.

17.0 DEBARMENT

- 17.1 The School 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 proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policies that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter 435, Florida Statutes, are precluded from providing services to the District and must be replaced. The proposer’s failure to comply may result in the immediate termination of the contract at the sole discretion of the School Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.

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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 insurance must be furnished by the awarded proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School Board.

21.2 Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the 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.

21.3 Thirty days written notice must be provided to the District via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Purchasing Department.

21.4 The awarded proposers 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 an 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 Section 440, Florida Statutes, 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 the contract, 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 the contract. It must be an occurrence form policy. **THE SCHOOL BOARD 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 shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD 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 awarded proposer does not own any vehicles, the District will accept hired and non-owned coverage in the amounts listed above. In addition, the District will require an affidavit signed by the awarded proposer indicating the following:

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

- D. **PROFESSIONAL LIABILITY:** The awarded proposer shall procure and maintain Professional Liability Insurance for the life of the contract, plus two years after completion. This insurance shall provide coverage against such liability resulting from the 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.

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

22.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

22.1 Awarded proposers shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its 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 awarded proposer, 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 awarded proposer 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 awarded proposer of any subContractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

22.3 This article will survive the termination of the contract.

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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 in accord with Chapter 119, Florida Statutes.

24.0 PERMITS AND LICENSES

24.1 The awarded 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 Board.

25.0 INTELLECTUAL PROPERTY RIGHTS

25.1 The awarded proposer(s) will indemnify and hold harmless, the School Board 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 Board.

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-Contractor(s) and the School Board.

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

27.3 After award of contract, any changes in sub-Contractors or sub-proposers requires prior School Board written approval.

28.0 INDULGENCE

28.1 Indulgence by the School Board 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, and have overall and complete accountability to resolve any dispute arising out of the 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

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reports and presentations, and filing 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 Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-Contractors 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.
- 30.5 The 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 School District of Palm Beach County 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 firms 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 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 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.

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- 30.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the District. The District does not recognize any other certifications. If you have graduated from the certification of the District, it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded \$2 million annually in sales to the District for the previous three year period.

For District certification go to <http://www.palmbeach.k12.fl.us/MWBE> website and complete the M/WBE certification application.

31.0 CONTRACTOR BID REQUIREMENTS

- 31.1 As part of its bid or proposal, bidder or proposer shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its sub-contractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

32.0 CONTRACT DISCLOSURE

- 32.1 Upon the District's request, and upon the filing of a complaint against proposer pursuant to School Board Policy 6.144, proposer agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all sub-contractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined School Board Policy 6.143, including the total dollar amount paid by proposer for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Proposer understands and agrees that a violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.

33.0 THE JESSICA LUNDSFORD ACT

- 33.1 All contract personnel (vendors, individuals, or entities) under contract with the School Board, who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by the Contract until Contractor receives notice of clearance by the District. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

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34.0 DISQUALIFYING CRIMES

- 34.1 The proposer 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 the State of Florida or Federal Government. Further, proposer certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.
- 34.2 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 RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 34.3 The Contractor or any sub-contractors shall not employ any persons with multiple felonies and / or crimes against children. The Contractor must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the Contractor to comply as a breach of contract and immediately terminate the services of the Contractor.

35.0 USE OF OTHER CONTRACTS

- 35.1 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 Florida Department of Education Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this RFP, 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 RFP if it is in its best interest to do so.

36.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

- 36.1 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.
- 36.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

37.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 37.1 Possession of firearms will not be tolerated on 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.
- 37.2 "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.

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- 37.3 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.
- 37.4 If any employee of an independent Contractor or sub-contractors is found to have brought a firearm on District property, said employee will be terminated from the Board project by the independent Contractor or sub-contractors. If the sub-contractors fails to terminate said employee, the sub-contractors's agreement with the independent Contractor for the Board project shall be terminated. If the independent Contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractors who fails to terminate said employee, the independent Contractor's agreement with the Board shall be terminated.
- 37.5 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 section 435.04, Florida Statutes, will enter onto any school site.

38.0 AGREEMENT

- 38.1 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 Board. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract 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.

39.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

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

40.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 40.1 RFP recommendations and tabulations will be posted at the Fulton Holland Educational Services Center, Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL, on April 11, 2007 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.
- 40.2 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. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.

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- 40.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP pursuant to Section 120.57(3)(b), Florida Statutes 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 Board 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 School Board 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.