

# SCHOOL DISTRICT OF PALM BEACH COUNTY

## PURCHASING DEPARTMENT

### REQUEST FOR PROPOSAL (RFP)

#### REQUIRED RESPONSE FORM

04C-003B

DATE: October 3, 2003

TITLE: RFP FOR EMPLOYEE ASSISTANCE PROGRAM

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on October 29, 2003, and plainly marked RFP-04C-003B. 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 31 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**  
**EMPLOYEE ASSISTANCE PROGRAM**  
**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 PREPARATION AND SUBMISSION
- 9.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT
- 10.0 LOBBYING
- 11.0 SCOPE OF SERVICES
- 12.0 QUALIFICATION OF PROPOSER
- 13.0 EVALUATION COMMITTEE MEETINGS
- 14.0 PROPOSAL EVALUATION PROCESS
- 15.0 EVALUATION CRITERIA
- 16.0 CANCELLATION OF AWARD/TERMINATION
- 17.0 DEFAULT
- 18.0 DEBARMENT
- 19.0 LEGAL REQUIREMENTS
- 20.0 FEDERAL AND STATE TAX
- 21.0 CONFLICT OF INTEREST
- 22.0 INSURANCE REQUIREMENTS
- 23.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT
- 24.0 PUBLIC RECORDS LAW
- 25.0 PERMITS AND LICENSES
- 26.0 INTELLECTUAL PROPERTY RIGHTS
- 27.0 COST INCURRED IN RESPONDING
- 28.0 SUB-CONTRACTS
- 29.0 INDULGENCE
- 30.0 JOINT PROPOSAL
- 31.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION
- 32.0 PUBLIC ENTITY CRIMES
- 33.0 USE OF OTHER CONTRACTS
- 34.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT
- 35.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY
- 36.0 AGREEMENT
- 37.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS
- 38.0 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. Employee Count by Zip Code

SCHOOL DISTRICT OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR  
EMPLOYEE ASSISTANCE PROGRAM

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for EMPLOYEE ASSISTANCE PROGRAM for the School District of Palm Beach County, Florida (the District).

The School District of Palm Beach County, Florida, employs over 19,000 employees. The District is seeking a provider for employee assistance program services. The requested services shall include, but not be limited to, counseling and/or training for the following:

Family/marital difficulties	Multicultural diversity
Alcohol/chemical dependence	Financial concerns
Fitness for duty evaluations	Interpersonal relationships (on/off job)
Emotional/psychological disorders	Job/career stress
Conflict mediation	Legal issues
Crisis intervention	Critical incident stress debriefing
Smoking cessation	

Through an external Employee Assistance Program administrator, the District shall offer a fully confidential counseling service to all employees who are eligible for insurance benefits and their immediate family members (including legal guardianships), which will provide self-referral and supervisory referral avenues to help resolve personal problems.

- 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 October 29, 2003. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).
- 2.3 One manually signed original and **twelve (12)** photocopies of the proposal must be sealed in a package(s) and clearly labeled "**REQUEST FOR PROPOSAL FOR EMPLOYEE ASSISTANCE PROGRAM**" 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.
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

## REQUEST FOR PROPOSAL NO. 04C-003B

- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 **DELIVERY OF RFPS:** When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
- A. Park in visitors' parking area.
  - B. Enter building through the front door.
  - C. Present RFP to Purchasing Department receptionist for official date/time stamping.

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

### 3.0 **TIME SCHEDULE**

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

October 15, 2003	All written questions and inquiries are due.
October 29, 2003	Proposals due no later than 2:00 PM.
November 3, 2003	* Evaluation Committee Meeting
November 7, 2003	Posting of Recommendation.
December 10, 2003	Recommend proposer(s) to the School Board for approval.

\* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

### 4.0 **AWARD**

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

## REQUEST FOR PROPOSAL NO. 04C-003B

- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.
- 4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.
- 4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

### **5.0 TERM OF CONTRACT / RENEWAL**

- 5.1 The term of this contract shall be from January 1, 2004 through December 31, 2006, and may, by mutual agreement between the School Board and the awardee, be renewable for two (2) additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended ninety (90) days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

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

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

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

Such prior written notice will state:

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

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

## REQUEST FOR PROPOSAL NO. 04C-003B

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

### 7.0 **RFP INQUIRIES**

- 7.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, October 15, 2003. 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  
3326 Forest Hill Boulevard  
West Palm Beach, FL 33406  
(561) 434-8308 FAX (561) 434-8185  
E-mail: [brazierk@palmbeach.k12.fl.us](mailto:brazierk@palmbeach.k12.fl.us)

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

### 8.0 **PREPARATION AND SUBMISSION**

- 8.1 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 twelve (12) copies of the proposal be submitted with the original proposal.**
- 8.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.
- 8.3 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 8.4 **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.
- 8.5 **Request for Proposal:** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

## REQUEST FOR PROPOSAL NO. 04C-003B

- 8.6 **Experience and Qualifications of the Firm:** State the experience your firm has had in the last five (5) years providing and administering Employee Assistance Program services to clients of similar size, complexity, and geographical constraints. (See Section 12.0, Qualification Of Proposer)
- 8.7 **Qualifications of Staff:** State the names of individuals who will be assigned to this contract, including their resumes, experience in the area(s) they will be serving, training, and professional credentials.
- 8.8 **Approach / Methodology:** State how you will implement and provide Employee Assistance Program services per requirements and services addressed in Section 11.0, Scope of Services. Describe the Employee Assistance plan being offered, including any services available that may not have been specified in the RFP. If there is an additional fee for any of these extra services, the costs must be stated in your proposal.
- 8.9 **Cost of Services:**  
State the firm fee to provide services as required in this RFP document, including any addendum(s), on a per employee, per month (PEPM) basis. District staff will provide an employee count on a monthly basis for billing purposes. Successful proposer will absorb all the overhead for administering the Employee Assistance Program and any costs for orientation/training program, marketing campaigns (including printing costs), and all other requirements stated in the RFP.  
The evaluation committee will review the costs for the two (2) plans (1a and 1b) and make a recommendation as to which is in the best interest of the District. (See Section 12.8)  
1a) State the fee PEPM for a plan with limits of five (5) visits per issue  
1b) State the fee PEPM for a plan that offers unlimited, short-term visits.  
2. State the fee to provide career transition/outplacement services (See Section 11.12)  
3. State the fee to conduct sexual harassment training (see Section 11.13)  
4. State the fee for any additional professional services offered. (See Section 11.14)
- 8.10 **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
- 8.11 **Insurance:** Provide proof of your company's insurance as required in Section 22.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

REQUEST FOR PROPOSAL NO. 04C-003B

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

9.1 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.

**10.0 LOBBYING**

10.1 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.

10.2 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.

10.3 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.

10.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

**11.0 SCOPE OF SERVICES**

11.1 Provide School District employees and their immediate family members with a full range of confidential assessment, counseling and or referral services, and follow-up as needed. Immediate family members include legal guardianships and dependents up to the age of (twenty-five) 25 who are attending school full-time. Employees are eligible for Employee Assistance Program services for ninety (90) days after termination of employment.

11.2 Provide various training sessions and workshops as requested by District staff. Examples of workshops include, but are not limited to, stress management, team building, time management, smoking cessation, managing change, transitioning into retirement, etc. These will be conducted at various locations throughout the District. Proposer shall have on staff, or retain appropriate individuals, who can prepare and present these training sessions and workshops. There shall be charge to the District or the employees for these workshops.



## REQUEST FOR PROPOSAL NO. 04C-003B

- 11.3 Conduct training programs, presentations, and workshops for each level of the School District organization at various locations, on an as requested basis. Practical skills training for supervisors and managers shall be provided on: (1) the recognition of signs of substance abuse or other employee problems; (2) coaching and supporting the manager/supervisor in pre and post discussions with troubled employees; and (3) handling employee resistance, denial, and aggression. Employee training shall include an explanation of School Board policy and the organization's moral, legal, and financial obligation to help rehabilitate troubled employees.
- 11.4 Prepare promotional and awareness literature/publications explaining and promoting the Employee assistance Program and other documents as requested, i.e. brochure for retirees. This literature should be customized with appropriate logos and be professionally printed and readily available, with prior School District input and approval. Proposals should state how proposer will implement services if awarded this contract. There shall be no additional cost to the School District for this service.
- 11.5 For supervisory referrals, develop appropriate releases and waivers to allow Employee Assistance Program counselors to notify School District liaison of employee's compliance with the prescribed program.
- 11.6 Represent the School District as the substance abuse professional for evaluation with the DOT regulations which includes certified counselors by the NAADAC Certification Commission or Florida State Counselors as an alcoholism and drug abuse counselor.
- 11.7 Ensure that the District complies with all mandates to Drug-Free Workplace Act of 1988 and Sections 1012.45 and 440.102, Florida Statutes.
- 11.8 Coordinate and conduct Employee Assistance Program Advisory Committee meetings to review utilization, discuss workshops and general services, etc. This committee will be comprised of representatives from unions, administrative staff, purchasing, and other District staff.
- 11.9 Conduct on-site observations of employees suspected of controlled substance abuse and/or alcohol misuse and make determinations that reasonable suspicion exists, on an as requested basis.
- 11.10 Conduct Critical Incident Stress Debriefings as needed.
- 11.11 Perform Fitness for Duty Evaluations as needed. The evaluation will be conducted by clinicians licensed in a mental health and/or substance abuse discipline. The assessment will determine whether an impairment exists, its effect on the employee's ability to perform the essential functions of the job, and whether the employee is fit to remain in their position with the District. The provider pays all costs incurred for counseling, psychological, and/or psychiatric services. The employee or District is responsible for any costs associated with medical referrals (e.g., neurological exams) as recommended by the provider. The provider will strictly adhere to all federal and state confidentiality guidelines. Cost associated with this requirement shall be included as part of the per employee per month (PEPM) fee.
- 11.12 Provide career transition/outplacement services to displaced employees. Such services will be customized according to the type of employee group (senior executives, directors, managers, technical specialists, etc.) being displaced. Proposal submitted should detail what services are included and describe the typical career transition/outplacement program being offered. Proposer shall stipulate this service as an additional fee per case under Cost of Services.

## REQUEST FOR PROPOSAL NO. 04C-003B

- 11.13 Conduct sexual harassment training for New Employee Orientation sessions at the District Administration office at 3300 Forest Hill Blvd. Time required is one hour, 2 to 3 times per week except during peak hiring periods when service may be required up to 5 times per week. Under Cost of Services, state the fee, if any, for providing this training.
- 11.14 Proposal shall provide information for any additional professional services available such as financial counseling or assistance with legal issues. State the restrictions/limitations for use of these services, and the fee for each, if any shall be stated under Cost of Services.

### **12.0 QUALIFICATION OF PROPOSER**

- 12.1 Clinical staff utilized shall be fully licensed, insured, Board eligible or Board certified, Master's level Psychologists, Social Workers, Mental Health Counselors, Doctorate level Psychiatrists, and Certified Addiction Professionals.
- 12.2 All clinicians shall have credentials on file with the selected provider and shall possess academic and clinical experience with documented references.
- 12.3 Bilingual clinicians shall be available. Proposals should include documentation of compliance, including resumes of bilingual clinicians.
- 12.4 A documented performance review and evaluation system shall be required which involves peer review and periodic assessments of clinician's utilization patterns compared to established practice norms.
- 12.5 All clinicians shall maintain malpractice insurance policies and appropriate licensure and/or certification.
- 12.6 Provide a qualified individual to coordinate with the District staff and manage this program. Proposals should include the name and resume of the individual who will serve as the Employee Assistance Program Director for the School District's program.
- 12.7 The selected proposer shall be responsible for establishing a sufficient network of office locations as may be necessary to offer convenient and practical access to clinicians. Normal business hours Monday – Friday shall be maintained with adequate staffing to ensure that appointments can be made within seventy-two (72) hours. Evening appointments shall be made available until 9:00 PM and weekend appointments arranged, as needed. Additionally, the selected proposer shall provide Employee Assistance Program benefits through a network for coverage throughout the United States. Proposals shall clearly state proposers ability to provide this coverage. There shall be no additional charge for this service.

**See ATTACHMENT G for an employee count by zip code.**

- 12.8 A toll-free, 24-hour, 7 days-a-week, live answered telephone line shall be maintained with clinicians properly trained in handling alcohol, drug, and mental health problems and emergencies. Telecommunication Device for the Deaf (TDD) shall be accessible for the hearing impaired.
- 12.9 Proposer shall be capable of providing customized, confidential reports on a quarterly and annual basis. Proposals should include samples of available reports. In addition, the provider shall describe its ability to assist the School District in audits and statistical evaluation for computing Employee Assistance Program cost effectiveness, employee satisfaction, supervisory acceptance, and employee productivity. There shall be no additional cost for these services.

## REQUEST FOR PROPOSAL NO. 04C-003B

- 12.10 The District's current Employee Assistance Program provides unlimited, short-term counseling visits. Proposals are requested for a limit of five (5) visits per issue and for unlimited, short-term visits. Unlimited, short-term visits are defined as there being no specific number of visits per issue, as long as the client is progressing. The number of visits is determined jointly by the client and the clinician. Provide cost for unlimited, short term visits and for a limit of five (5) visits per issue.
- 12.11 Referrals outside the Employee Assistance Program network shall be directed to the District's medical insurance carrier for employees insured under the School District medical plan and to various community outreach services for those who are not covered by the School District medical plan.
- 12.12 The selected provider will be expected to provide expertise and assistance to the School District for the Employee Assistance Program design and development, policy formulation, labor relations issues and discussions, and for presentations to the School Board, District administrators, and union officials. Cost factors associated with these consulting services should be included in the PEPM rate.
- 12.13 Proposals shall include the procedures for providing case management and supervision to ensure continued progress with treatment and achievement of desired outcomes.
- 12.14 Describe internal controls to handle complaints regarding clinicians, practices, and facilities associated with dissatisfaction of treatment or denial of services.
- 12.15 Proposals shall include resumes of all professionals and counselors committed to the Employee Assistance Program; their functional/treatment designations; and certifications in designated areas.
- 12.16 Proposers shall have a minimum of five (5) years successful experience providing Employee Assistance Program services to public and/or private organizations similar in size and nature to the School District. A list of at least three (3) public/private sector clients' and letters of recommendation from these firms/clients shall be provided with proposal. Proposer's experience in contract retention over the past three (3) years should also be included.
- 12.17 Proposals shall include firm's organizational philosophy and safeguards for ensuring strict client confidentiality and procedures for authorizing record releases under Section 395.3025 Florida Statute; Federal Register 42 CFR, Part 2; and Florida parental consent laws for minors under 18 or incompetents and all other applicable federal, state and local laws, rules, regulations and ordinances.
- 12.18 Proposer shall be financially capable of providing the requested services and shall not present a financial risk to the School District or its employees, as determined by the School District in its sole discretion. Commonly accepted information sources, such as insurance company rating services and credit rating reporting bureaus, may be used as a guide.
- 12.19 Proposals shall identify any past or pending litigation and claims pending, paid or settled against their firms, employees, and contracted employees, if any, and provide a written statement explaining the nature and extent of the action.
- 13.0 **EVALUATION COMMITTEE MEETINGS**
- 13.1 As stated in Section 3.1 and Section 14.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 286.011, this is an open public meeting. Notification will also be posted for review by interested parties at the School District Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

## REQUEST FOR PROPOSAL NO. 04C-003B

### 14.0 **PROPOSAL EVALUATION PROCESS**

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

### 15.0 **EVALUATION CRITERIA**

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

	<b><u>MAXIMUM POINTS</u></b>
A. <b><u>Experience and Qualifications of the Firm</u></b>	15
B. <b><u>Qualifications of Staff</u></b>	20
C. <b><u>Approach/Methodology</u></b>	30
D. <b><u>Cost of Services</u></b>	25
E. <b><u>Minority/Women Business Participation</u></b>	10
Total	<hr/> 100

## REQUEST FOR PROPOSAL NO. 04C-003B

### **16.0 CANCELLATION OF AWARD/TERMINATION**

- 16.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 16.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.
- 16.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.
- 16.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

### **17.0 DEFAULT**

- 17.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

### **18.0 DEBARMENT**

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

### **19.0 LEGAL REQUIREMENTS**

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

REQUEST FOR PROPOSAL NO. 04C-003B

20.0 **FEDERAL AND STATE TAX**

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

21.0 **CONFLICT OF INTEREST**

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

22.0 **INSURANCE REQUIREMENTS**

- 22.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.
- 22.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Karen Brazier, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.
- 22.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.
- 22.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.
- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

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

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

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

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

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

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

## 23.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

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

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

## REQUEST FOR PROPOSAL NO. 04C-003B

23.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

23.3 This article will survive the termination of this contract.

### **24.0 PUBLIC RECORDS LAW**

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

### **25.0 PERMITS AND LICENSES**

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

### **26.0 INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

### **28.0 SUB-CONTRACTS**

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

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

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

### **29.0 INDULGENCE**

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



30.0 **JOINT PROPOSAL**

- 30.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

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

- 31.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.
- 31.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT A.**
- 31.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (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.
- 31.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.

## REQUEST FOR PROPOSAL NO. 04C-003B

31.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida 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.

31.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

### **32.0 PUBLIC ENTITY CRIMES**

32.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

32.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

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

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

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

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

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

**35.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 35.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 19.1.
- 35.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 35.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 35.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.
- 35.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site.

**36.0 AGREEMENT**

- 36.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, contract 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 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.

**37.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS**

- 37.1 This RFP will be posted for review by interested parties, at the Purchasing Department Reception Center, 3300 Forest Hill Boulevard, 3<sup>rd</sup> 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.

**38.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

- 38.1 RFP recommendations and tabulations will be posted at the Purchasing Department Reception Center for review by interested parties, at 3300 Forest Hill Boulevard, 3<sup>rd</sup> Floor, A-Wing Suite A-323 West Palm Beach, FL, on November 7, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

REQUEST FOR PROPOSAL NO. 04C-003B

- 38.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based.
- 38.3 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.