

SCHOOL BOARD OF PALM BEACH COUNTY

REQUEST FOR PROPOSAL FOR INDOOR AIR QUALITY SERVICES

10C-008D

1.0 INTRODUCTION

- 1.1 This is a Request for Proposal (RFP) for Indoor Air Quality 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).
- 1.1 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.
- 1.2 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 February 3, 2010. Proposals must be transmitted electronically to BidSync at www.bidsync.com.
- 2.2 BidSync will not allow Proposals to be submitted after the closing date and time. Hard copy proposals will not be accepted.
- 2.3 All proposals must be signed electronically by an officer or employee having authority to legally bind the Proposer(s).
- 2.4 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 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.
- 2.5 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Board.
- 2.6 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 120 days, to provide the District with the services specified in the proposal.

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).

January 25, 2010	Deadline for submission of question on BidSync at 5:00 PM.
February 3, 2010	Proposals due no later than 2:00 PM EST.
February 24, 2010	*Evaluation Committee Meeting
February 25, 2010	*Oral Presentation (If needed)
February 26, 2010	Posting of Recommendation.
March 2010	* 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 through BidSync.
- 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 It is the District's intention to select a minimum of 3 firms from each category, A, B & C as outlined in the Scope of Work. The District will determine which category(s) of contractor to use dependent upon District needs for each project.
- 4.2 The Board reserves the right to accept or reject any or all proposals.
- 4.3 The Board, through its designee(s), 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.
- 4.4 The Board, through its designee(s), reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary.
- 4.5 The Board, through its designee(s), reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.
- 4.6 The Board, through its designee(s), 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) reject any and/or all items proposed or award to multiple proposers.
- 4.7 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and deeming all proposals responsive, and assigning work to any firm deemed responsive.
- 4.8 The Board, through its designee(s), 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 for five (5) years from the date of award. If needed, the contract will be extended 90 days beyond the contract expiration date. The contract awarded proposer(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The contract awarded proposer(s) agrees to this condition by signing its proposal.

6.0 RFP INQUIRIES

- 6.1 Any questions concerning conditions and specifications must be submitted on BidSync no later than 5:00 p.m. EST, January 25, 2010. Questions received in writing by the time and date specified will be answered on BidSync. Dick Hardman, CPPB 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 Dick Hardman 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.
- 6.2 If necessary, an addendum will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.4 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.
- 6.5 No verbal or written information which is obtained other than by information in this RFP, or by addendum to this RFP or by negotiated terms will be binding on the Board.

7.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

- 7.1 The 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. To submit this document, you must print, complete, notarized and re-uploaded it to BidSync. This form is located at the end of this document.

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 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 PROPOSER INFORMATION AND QUALIFICATIONS

- 9.1 Provide evidence of all licenses, certification that the proposer holds.
- 9.2 References: Provide a list of five major clients for whom your firm has provided Indoor Air Quality Services during the past 5 years. Include the following information: Name of client, contact name with phone number, dates of service, type of service provided, a brief description of the project, and cost charged to client. The District may contact these references as well as others that may have used your firm.
- 9.3 Give the names of individuals who will be assigned to this contract, including their resumes, licenses, certifications and expand on their experience in the area they will be serving.
- 9.4 Geographical location of the firm, field staff and subcontractors will be considered regarding how it relates to availability and timely scheduling of services I.E. response time to mobilize to or in Palm Beach County for both regularly scheduled work and emergencies such as hurricane recovery efforts. List the address, days and hours of operation. State whether staff assigned to this project are available for emergencies and or how your firm could respond from a staffing level.
- 9.5 Complete Firms Capabilities Document which defines the services that you will provide to the District.

10.0 SCOPE OF SERVICES

The District has a diverse array of indoor air quality (IAQ) service requirements. Some examples of these requirements include: providing IAQ related investigation, defining work scope, testifying in legal proceedings, HVAC services, water damage repair, mold mitigation, drywall repair, floor, wall and ceiling repairs, painting, and general cleaning and sanitization.

These services will be broken into categories A, B and C. **Proposal may ONLY be submitted for a single category, the category which best fits the services your firm is most capable of providing. See Firms Capabilities Document, complete and include with your proposal.**

Category A, IAQ Consultants: Firms responding to this category will be providing investigation, defining work scope, and recommending corrective actions to correct the Indoor Air Quality (IAQ) problems. Companies may be required to testify in legal proceedings and should be able to interpret medical evaluations and the relationship to IAQ complaints. Consultants may be required to provide engineered drawings for some projects. As a consultant, they may be required to supervise corrective actions by District staff or contractors. List any subcontractors that you may use under this category including laboratories.

Category B Corrective Actions: Firms responding to this category will need to provide the District with services that include corrective actions needed and identified by District staff or firms awarded from Category A. District staff will provide the scope of work. These services may include, but not limited to, HVAC services, water damage remediation, mold mitigation, complete drywall repair and painting, and general cleaning and sanitizing. Cleaning may also include elevated ceilings of facilities, such as gymnasiums, auditoriums, and cafeterias. Work connected to those services may also include plumbing, electrical, carpentry, and painting needs as well as furniture moving & storage.

Category C, Cleaning Services: Firms responding to this category will need to provide cleaning services to include but not limited to general cleaning, surface mold cleaning, sanitization and those who can provide complete cleaning of building surfaces and furnishings. This cleaning may include elevated cleaning of ceiling areas (example: gymnasiums, auditoriums, cafeterias). The scope of work will be provided by the District on a job by job basis.

All services under Category A, B, and C will be on an "as needed" basis with no guarantee of work quantity. All work will be performed in compliance with District accepted industry standards and by firms holding appropriate licenses, permits and insurance. The District may use any combination of awarded firms regardless of category at its discretion.

- 10.1 Job Assignment: The District will determine which category(s) of contractor to use dependent upon District needs for each project.

10.1.1 Small Projects will assign all work in a manner to benefit the District in relation to cost and schedule.

10.1.2 Larger Projects will be assigned by firms submitting a competitive "not to exceed" price quote to the District Representative with the lowest quote receiving the work.

- 10.2 Cost of Services: List all pricing on Pricing Document. Download and complete pricing document and include in your proposal. Add any additional pricing as needed in your proposal.

10.2.1 Pricing for all equipment normally used in investigation, remediation or cleaning must be included in per square foot rates identified on Pricing Document. Additional equipment or rental equipment will only be charged when prior approval is given by the District.

10.2.2 There will be no additional allowance for mileage, holiday or weekend work. Much of the work will be performed after hours and on weekends during unoccupied times.

11.0 EVALUATION COMMITTEE MEETINGS

- 11.1 As stated in Section 3.1 and Section 14.2 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, and West Palm Beach, FL 33406.

12.0 PREPARATION AND SUBMISSION

- 12.1 Please note that BidSync will not allow a proposal to be submitted until all attachments have been opened by the proposer (some requiring completion) on www.bidsync.com.
- 12.2 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Please upload your proposal in one Document. Do not embed documents or links within your response. Add any attachments to the end of the document. The upload process to BidSync converts your document into PDF format rendering all embedded links useless. **It is required that your information be uploaded to BidSync. Please contact BidSync at 800-990-9339 ext. 1 if you require assistance with document upload.**
- 12.3 Title Page: Show the date; RFP number; RFP subject; and proposer's name, address, telephone number and email address.
- 12.4 Table of Contents: Include a clear identification of the material by section and by page number.
- 12.5 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.
- 12.6 Request for Proposal: Complete the Required Response Form with all required information completed and all signatures as specified.
- 12.7 Capabilities of the Firm: Identify your capabilities by completing Firms Capabilities Document; based on which category A, B or C, your firm is submitting a proposal for.
- 12.8 Experience and Qualifications of the Firm: Provide a list of five major clients for whom your firm has provided Indoor Air Quality Services during the past 5 years. Include the following information: Name of client, contact name with phone number, dates of service, type of service provided, a brief description of the project, and cost charged to client. The District may contact these references as well as others that may have used your firm.
- 12.9 Qualifications of Staff: Give the names of individuals, who will be assigned to the contract, if awarded to proposer, and include their resumes, licenses, certifications and expand on their experience in the area they will be serving.
- 12.10 Firm's Location and Time Consideration: Geographical location of the firm, field staff and subcontractors will be considered regarding how it relates to availability and timely scheduling of services I.E. response time to mobilize to or in Palm Beach County for both regularly scheduled work and emergencies such as hurricane recovery efforts. List the address, days and hours of operation. State whether staff assigned to this project are available for emergencies and or how your firm could respond from a staffing level.
- 12.11 Cost of Services: Complete the Pricing Document. Additionally, if necessary, provide a fee schedule for all personnel and services that may be used in the performance of this contract that have not been listed on Pricing Document. Costs must remain fixed for the duration of this contract as outlined in Section 5.1.
- 12.12 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 or women 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 33.0 and receive participation points

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

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

- 12.13 Insurance: Provide proof of contract awarded proposer(s) insurance as required in Section 24.0 of this RFP or submit a letter of contract awarded proposer(s) intention to have the required insurance within ten days of notification by the District.

13.0 ORAL PRESENTATION

- 13.1 The evaluation of the proposals is based on the written proposals received. Responders who submit proposals in response to this RFP may be selected by the Evaluation Committee to respond to specific question(s) to clarify their proposal. This is only a fact-finding and explanation session to assist the Evaluation Committee in recommending the successful firm and does not include contract award or negotiations. The presentations will be held at The Fulton Holland Educational Services Center, 3300 Forest Hill Boulevard, WPB, FL, if necessary.

14.0 PROPOSAL EVALUATION PROCESS:

- 14.1 RFPs are received and publicly opened. Only names of responders will be 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, and rank all proposals accordingly.
- 14.4 The Evaluation Committee reserves the right to interview any personnel who may 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 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 programs required to meet the needs of the District.
- 14.6 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.
- 14.7 The Purchasing Department will prepare and submit an agenda item to the District's Superintendent of Schools.
- 14.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).
- 14.9 The 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, in order to establish a pool of qualified proposers. Each category, A, B or C, as outlined in Section 1.2 will be compared independently. i.e. only respondents for Category A will be ranked together.

Qualified proposers will be issued purchase orders authorizing a maximum cost of services on an as-needed basis although there is no guarantee of work by the District.

	<u>MAXIMUM POINTS</u>
A. <u>Experience and Qualifications of the Firm</u>	15
B. <u>Qualifications of Proposer's Staff</u>	15
C. <u>Location and Time Consideration</u>	10
D. <u>Capabilities of the Firm</u>	25
E. <u>Cost of Services</u>	25
F. <u>Minority/Women Business Participation</u>	10
Total	100

16.0 **CANCELLATION OF AWARD/TERMINATION**

16.1 In the event any of the provisions of the contract are violated by the awarded vendor, the Superintendent or his designee will give written notice to the vendor(s) stating the deficiencies, and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder, the 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.

16.2 The 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 Board will be relieved of all obligations under said contract. The District will only be required to pay to the awarded vendor(s) that amount of the contract actually performed to the date of termination.

16.3 The contract awarded responder(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 contract awarded responder(s) may result in removal from proposer list for a period of three years.

17.0 **FUNDING OUT, TERMINATION, CANCELLATION**

17.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

17.2 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.

17.3 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 16.0, Cancellation of Award / Termination.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination,
- 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, and
- c. 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.

17.4 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".

18.0 DEFAULT

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

19.0 DEBARMENT

19.1 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. Complete Debarment document.

20.0 ANTI-DISCRIMINATION

20.1 The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

20.2 The Proposer shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

21.0 LEGAL REQUIREMENTS

21.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and Board Policies that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to 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 Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.

22.0 FEDERAL AND STATE TAX

- 22.1 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.

23.0 CONFLICT OF INTEREST

- 23.1 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.

24.0 INSURANCE REQUIREMENTS

- 24.1 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 Board.
- 24.2 Original Certificates of Insurance meeting the specific required provision specified within this RFP shall be forwarded to the District's Purchasing Department, ATTN: Dick Hardman, 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.
- 24.3 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.
- 24.4 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 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 \$1,000,000.00 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 \$1,000,000.00 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:** This is a requirement for firms responding under Category A. 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 \$500,000.00 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 contract.

25.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

- 25.1 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.
- 25.2 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.
- 25.3 This article will survive the termination of the contract.

26.0 PUBLIC RECORDS LAW

- 26.1 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. The Board may unilaterally cancel the contract for refusal by contract awarded proposer(s) to allow public access to all documents, paper, letters, or other material made or received by the contract awarded proposer in conjunction with the contract to the extent required by Chapter 119, Florida Statutes. The Board may terminate any contract with a responder if the responder refuses to allow public access to documents made or received from the Board unless such documents are exempt from Public Record Disclosure.

27.0 PERMITS AND LICENSES

- 27.1 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.

28.0 INTELLECTUAL PROPERTY RIGHTS

- 28.1 The awarded proposer(s) will indemnify and hold harmless, the 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 Board.

29.0 COST INCURRED IN RESPONDING

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

30.0 SUB-CONTRACTS

- 30.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any subcontractor(s) and the Board.
- 30.2 The proposer(s) will be fully responsible to the Board for the acts and omissions of the subcontractor(s) and their employees.
- 30.3 After award of contract, any changes in subcontractor or sub-proposers requires prior Board written approval.

31.0 INDULGENCE

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

32.0 JOINT PROPOSAL

- 32.1 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 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.

33.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION

- 33.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-ventures', prime proposers, and subcontractor in contracting opportunities.
- 33.2 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). See Attachment.
- 33.3 Inquiries regarding listings of District Minority and Woman 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 or woman subcontractors will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). This form must be submitted with all requests for payment.
- 33.4 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.
- 33.5 The Board 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. 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.
- 33.6 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 and/or consultants.

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 been denied or graduated from District certification, the District will not recognize State Certification. Once an M/WBE has Graduated (as described in Board Policy 6.143) from the District M/WBE Certification Program the District shall no longer recognize certification by the State of Florida.

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

34.0 CONTRACTOR RFP REQUIREMENTS

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

35.0 CONTRACT DISCLOSURE

- 35.1 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 subcontractors, vendors, and suppliers that proposer 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. Proposer 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.

36.0 THE JESSICA LUNSFORD ACT

- 36.1 All contractors who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Vendor 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 Level 2 FDLE background check, and FBI screening including fingerprinting by the School District's Police Department, at the sole cost of Vendor. The report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Vendor shall not begin providing services contemplated by this Agreement until Vendor receives notice of clearance by the School District and is issued School District badges. Compliance requiring all vendors to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the Vendor 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 this contract.

37.0 DISQUALIFYING CRIMES

- 37.1 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 RFP response, information regarding any of these actions or proposed actions with other governmental agencies.
- 37.2 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.
- 37.3 The contract awarded proposer(s) or any subcontractors shall not employ any persons with multiple felonies and / or crimes against children. The contract awarded proposer(s) 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 contract awarded proposer(s) to comply as a breach of contract and immediately terminate the services of the contract awarded proposer(s).

38.0 USE OF OTHER CONTRACTS

- 38.1 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 RFP agreement, or to directly negotiate/purchase per School Board policy and/or State Board 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 solicit any single order or to purchase any item on this RFP if it is in its best interest to do so.

39.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

- 39.1 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.
- 39.2 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.

40.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY

- 40.1 Possession of firearms will not be tolerated in or near school buildings, 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 21.1.
- 40.2 "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.
- 40.3 If any employee of an independent proposer or contractor is found to have brought a firearm in a District building, said employee will be terminated from the Board project by the independent proposer or contractor. If the proposer fails to terminate said employee, the proposers contract with the Board shall be terminated.
- 40.4 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.

41.0 AGREEMENT

- 41.1 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.

42.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS

- 42.1 This RFP will be posted for review by interested parties, at BidSync.com and 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.

43.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

- 43.1 RFP recommendations and tabulations will be posted electronically with BidSync and 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 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.
- 43.2 Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.
- 43.3 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 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.