

## Solicitation 05C-50J

# Term Contract for Installation, Repair and/or Purchases of A/C Systems

School District of Palm Beach County FL

## Bid 05C-50J

### Term Contract for Installation, Repair and/or Purchases of A/C Systems

Bid Number 05C-50J  
 Bid Title Term Contract for Installation, Repair and/or Purchases of A/C Systems

Bid Start Date Apr 27, 2005 12:23:18 PM EDT  
 Bid End Date May 18, 2005 2:00:00 PM EDT

Bid Contact June Brack  
 Purchasing Agent  
 Purchasing  
 561-434-8507  
 brackj@palmbeach.k12.fl.us

Contract Duration 5 years  
 Contract Renewal One renewal for 2-year Contract  
 Prices Good for See Term of Contract

Bid Comments THIS IS A NO FEE BID.

The 800 mile radius is used only to help in establishing a mailing list for the District, and is by no means meant to discourage any proposers from bidding who may be outside the 800 mile radius.

SCOPE: The purpose and intent of this Invitation to Bid is to secure firm prices and establish a term contract for INSTALLATION, REPAIR AND/OR PURCHASE OF AIR CONDITIONING SYSTEMS, as specified herein.

QUALIFICATIONS / REFERENCES: The bidder shall have maintained continual work experience in the installation/repairs/services of air conditioning systems as required. These references must have been served successfully by your company within the last five years. List name, address, telephone number, cellular phone number email address, contact person and hours they may be reached. List any educational clients served. Any of the following documentation will be acceptable via fax to (561) 963-3823 or within 3 days of request.

1. Occupational license issued in Palm Beach County must be submitted prior to bid opening.
2. Request a minimum of 5 commercial or educational references and provide a contact name, email address, phone/cellular number, date of service and scope of work.
3. Provide required current State Unlimited or Mechanical HVAC license held by your company.
4. A photocopy of your licenses may be submitted via fax to 561/963-3823 prior to the bid opening.
5. Provide the name, address, phone/cellular number, emergency phone number, email address, and fax number of an area representative.

Item Response Form

Item No Total Cost to carry over to the response form

Quantity 1 hour

Prices are not requested for this item.

Delivery Location School District of Palm Beach County FI

Various Locations for the District

Palm Beach County School District

West Palm Beach FL 33406

Qty 1

Description

Fill out the Bid Summary document.

No Total Cost to carry over to the response form

<b>SCHOOL DISTRICT OF PALM BEACH COUNTY                  PURCHASING DEPARTMENT                  3300 Forest Hill Boulevard, Suite A-323                  West Palm Beach, FL 33406-5813</b>	
<b>INVITATION TO BID                  Bidder Acknowledgement</b>	
Vendor Name: <input style="width: 95%;" type="text"/>	
Vendor Mailing Address: <input style="width: 95%; height: 20px;" type="text"/>	
Area Code / Telephone Number: <input style="width: 95%;" type="text"/>	
Toll-Free Telephone Number: <input style="width: 95%;" type="text"/>	
Fax Number: <input style="width: 95%;" type="text"/>	
Vendor E-Mail Address: <input style="width: 95%;" type="text"/>	
Vendor Web Address: <input style="width: 95%;" type="text"/>	
FEID No. or SS #: <input style="width: 95%;" type="text"/>	
Terms: <input style="width: 40%;" type="text"/>	Delivery <input style="width: 10%;" type="text"/> calendar days after receipt of order:
<b>ANTI-COLLUSION</b> By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida.	
<input style="width: 45%;" type="text"/> Name of Company Representative Submitting Bid	<input style="width: 45%;" type="text"/> Title of Company Representative Submitting Bid
<input style="width: 80%; margin-left: auto; margin-right: auto;" type="text"/> Date	

**05C-50J - SPECIAL CONDITIONS**

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure firm prices and establish a term contract for **INSTALLATION, REPAIR AND/OR PURCHASE OF AIR CONDITIONING SYSTEMS**, as specified herein.
- B. **DELIVERY:** Prices bid herein shall include cost of all labor, material/equipment, delivery and installation FOB to site specified on purchase order which may include any School District properties within Palm Beach County.
- C. **AWARD:** Multiple awards for this Bid will be made to create a pool of qualified contractors to provide services described herein. The District will request services on an as needed basis, during the term of the contract beginning the date of award.

Whenever services are required, a minimum of three awarded contractors will be requested to provide a proposal. A scope of work will be emailed or faxed to each contractor and a walk-through will be scheduled. All proposals must provide cost for labor, materials, installation and equipment and be delivered to the Purchasing Department, Attn: June L. Brack, Purchasing Agent.

There will be no additional charge for consultation or troubleshooting on any particular project. This will be included with any project by the awarded contractor for that project.

Emergency purchases are defined as those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation which would adversely and unduly affect the safety, health or comfort of building, occupants or otherwise cause loss to the School District. In the event of an emergency, the requirement for requesting three proposals may be waived.

- D. **TERM OF CONTRACT:** The term of this contract shall be for three years from the date of award, and may be renewable for one additional two-year period by mutual agreement between the School District and the awardee. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.
- E. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- F. **QUALIFICATIONS / REFERENCES:** The bidder shall have maintained continual work experience in the installation/repairs/services of air conditioning systems as required. These references must have been served successfully by your company within the last five years. List name, address, telephone number, cellular phone number email address, contact person and hours they may be reached. List any educational clients served. Any of the following documentation will be acceptable via fax to (561) 963-3823 or within 3 days of request.

1. Occupational license issued in Palm Beach County must be submitted prior to bid opening.
2. Request a minimum of 5 commercial or educational references and provide a contact name, email address, phone/cellular number, date of service and scope of work.
3. Provide **required current State Unlimited or Mechanical HVAC license** held by your company.
4. A photocopy of your licenses may be submitted via fax to 561/963-3823 prior to the bid opening.
5. Provide the name, address, phone/cellular number, emergency phone number, email address, and fax number of an area representative.

G. **CONTRACTOR'S RESPONSIBILITIES:** Successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing, permits, parts, and equipment necessary for installation, repair, purchase, consultation and/or troubleshooting of air conditioning systems in compliance with federal, state, and local codes and Department of Education's Chapter 6A2, State Requirements for Educational Facilities (SREF)=latest edition, Florida Administrative Code (FAC).

The contractor shall take field measurements and verify field conditions. Contractor shall carefully compare such field measurements and conditions and other information provided by the District before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once prior to commencement of work. Failure to report conflicts with project will result in contractor's corrective action at their own expense.

The contractor shall not proceed with any project until a written purchase order has been received.

If the contractor determines additional work beyond scope of original project is required the contractor must obtain prior written approval on all costs before any additional work is started.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor shall use only factory OEM parts while performing services and equipment under original warranties. After-market parts will be permissible on units out of warranty period upon District's approval. Prior authorization must be obtained before acquisition and installation is performed.

Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground or above ground from their operations that may be hazardous and/or damaging to said facilities.

Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible for protection of all tools equipment, signs, barricades, etc. at the work site. The District assumes no responsibility for acts of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school centers during pursuit of work specified herein.

Contractor shall leave work site in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, and scrap materials and debris as a result of their operations so that work site presents a neat and orderly appearance at all

times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT BE DEPOSITED AS FILL ON THE WORK SITE**. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out a school's office prior to leaving campus unless prior written exception has been obtained.

Contractor will remedy any and all damage to property by acts of omission, or vandalism, which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention.

The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.

The contractor shall accept full responsibility for refrigerant handling at every assigned job/project.

The contractor shall be responsible to the District for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.

The contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the District, or of the contract, or by test inspections, or approvals required or performed by persons other than the contractor.

The contractor shall have an English-speaking, licensed supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. Contractor shall not have any contact with school's student population.

Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

The contractor's invoice must be itemized showing parts, labor, freight, etc., to provide a complete accounting of services performed.

The contractor shall provide a construction work schedule and submit it to the School District designated contact person. The schedule shall include estimated commencement and completion dates.

All contractors awarded projects under this bid shall provide business cards for each man working on School District property to the main office. Identification badges will be provided. Workers are to sign in

and out at the school's main office during normal working hours.. The reverse side of the sign-in register at each school site has attached a descriptive annotation of areas where the possibility of encountering asbestos exists. Should any vendor/employee in the performance of this contract encounter School District materials that they suspect are embedded with asbestos, they should: (1) Stop all work at the site and do not disturb the area of suspicion. (2) Notify School District Project Manager and advise them of the discovery. (3) Leave the site until the materials can be analyzed. Regulations and Ordinances: The proposer is required to be familiar with all federal, state, and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the bidder shall in no way relieve bidder from responsibility.

Technical Literature: The availability of technical literature is a requirement of this Bid to accommodate an evaluation to assure that products offered meet or exceed the specification. Hence, two copies of product information, including technical and descriptive literature, shall be made available to the District at its request. Information submitted shall be sufficiently detailed to technically evaluate the product.

Submittals: Contractor is required to submit catalog cuts, specifications sheets, and any other technical data necessary to enable proper evaluation for all materials and/or equipment which will be utilized in the performance of this bid. Failure of the bidder to provide the foregoing information may be grounds for rejection of their bid.

Repair and Maintenance Manuals: Three manuals containing troubleshooting procedures, parts list, disassembly instructions, schematic diagrams, etc., shall be provided at no cost for each unit of equipment furnished under any contract resulting from this Bid. Job will not be considered complete until all manuals have been received.

Performance Bond and Labor and Material Bond: Projects with an estimated construction cost greater than \$200,000, but less than \$499,999 shall require a performance bond and material and labor bond in the amount of one hundred percent of the contract amount. The District shall provide form of performance bond and material and labor bond for those projects having bonding requirements. The School District reserves the right to require a bond on projects less than \$200,000.

Salvage: All items removed during any work performance under this contract are the property of the School District. The District shall determine which items are to be salvaged. Care must be taken to insure salvaged items are not damaged. It shall be the contractor's responsibility for removal and proper disposal of items other than salvaged equipment.

Inspections: The contractor shall notify the assigned School District's Project Manager of job progress and make arrangements for District inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved. Required inspections will be outlined in the scope of each job or at pre-construction meeting. A minimum of 24 hours notice to School District must be provided for each inspection.

Completion of contract shall be defined as final inspection and subsequent sign-off by inspector/project manager, on all work as satisfactory and acceptable to the School District.

Uncovering of Work: If any portion of the work should be covered contrary to the request of the School District or to requirements specifically expressed in the Bid, it shall be uncovered for observation and shall be replaced at the contractor's expense.

If any other portions of the work have been covered which the School District has not specifically requested to observe prior to being covered, the School District may request to see such work and it shall be uncovered by the contractor. If such work were found in accordance with the contract documents, the cost of uncovering and replacement shall, through purchase order change, be charged to the District. If such work were found not in accordance with the contract documents, the contractor

shall pay such cost unless it is found that the District or a separate contractor caused this condition, in which the event the District shall be responsible for payment of such cost.

Correction of Work: The contractor shall promptly correct all work rejected by the School District as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the District's additional services made necessary thereby.

Warranty: Contractor shall warrant all materials and related accessories to be free from defects in material and/or workmanship under normal use and service for a period of at least one year from acceptance of installation by School District, and if any part of the work shall fail within this period, it shall be replaced and unit restored to operation at no cost to the District.

Delays and Extensions of Time: All projects shall be performed on an ongoing basis and meet time frame for each job. Delay of work at any project (for any reason other than natural disasters) shall constitute a breach of contract and becomes subject to fines detailed in the contract.

Service / Repair:

Contractor must respond within the same day of notification.

All repairs shall be performed using a time and materials basis.

Once mechanic determines nature or cause of failure, he must provide written cost of repairs to project manager for authorization to proceed. Project Manager shall determine method of payment for each job.

Site Inspection:

When a potential project is defined, a site inspection (to determine potential location or to view conditions) is requested. That site inspection must be scheduled to occur within three working days of notification.

Following the site inspection, a written quotation with breakdown of labor/installation work hours, repair parts/material cost, and equipment cost shall be delivered to the Purchasing Department within five working days. This quotation shall be based solely upon Bid prices.

Due to budgetary restraints and ultimate practicality of some projects, the School District by requesting a site visit or proposal does not by implication commit itself to commencement or completion of any project.

Final Completion and Final Payment:

After the work and the requirements of the purchase order are fully and finally completed, the School District shall certify Final Completion, and after acceptance shall make final payment to the contractor.

The final payment shall not be issued until the Contractor submits to the School District:

1. Contractor must submit final billing.
2. A notarized affidavit that all subcontractor payrolls, bills for materials and equipment, and other indebtedness with the work have been paid or otherwise satisfied.
3. Warranties
4. Operational Manuals
5. Record Drawings

6. Sign off of extra materials and all other items pertaining to close out.
7. Release of Lien.

The acceptance of final payment shall constitute a waiver of all claims by the contractor except those previously made in writing and identified by the contractor as unsettled at the time of final application for payment.

The making of final payment shall not constitute a waiver of any claims by the School District and shall not relieve the contractor of the responsibility for negligence, defects of manufacturer, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein, and upon written notice by the School District, the contractor shall remedy any defects due hereto and pay all expenses for any damages to other work resulting therefrom.

Delivery Requirements: Prices bid herein shall include cost of all labor, materials/equipment, delivery and installation FOB to site specified on purchase order, which may include any School District properties within Palm Beach County.

- H. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: June L. Brack, 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.

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

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.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded 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.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded 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.

- I. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with RFP Depot and at the Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, West Palm Beach, FL, on May 24, 2005 at 3:00 p.m., and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.

**05C - 50J BID SUMMARY DOCUMENT**

Vendor Name: \_\_\_\_\_

**MAJOR REPAIR / INSTALLATION AND SERVICE**

Hourly rate(s) for various personnel, to include **Regular, Overtime and Premium.**

Regular Time constitutes 40 hour work week. Monday - Friday 7:00 a.m. – 4:30 p.m..

Overtime constitutes any hours over the 40 hour work week.

Premium Time constitutes Sundays and holidays.

<b>Personnel Title</b>	<b>Regular Time</b>	<b>Overtime</b>	<b>Premium Time</b>
<b>Supervisor</b>	\$ _____ hr.	\$ _____ hr.	\$ _____ hr.
<b>Licensed Journeyman</b>	\$ _____ hr.	\$ _____ hr.	\$ _____ hr.
<b>Foreman</b>	\$ _____ hr.	\$ _____ hr.	\$ _____ hr.
<b>Apprentice</b>	\$ _____ hr.	\$ _____ hr.	\$ _____ hr.
_____	\$ _____ hr.	\$ _____ hr.	\$ _____ hr.
_____	\$ _____ hr.	\$ _____ hr.	\$ _____ hr.
Percentage Discount Off repair parts/material cost. Cost as reflected in the Electrical Trade Service Price Directory (latest issue) less fixed discount percentage from last column.			
Please state fixed discount percentage for materials and equipment:			_____ %
State Fixed Discount Percentage for Parts/Materials:			_____ %
Reimbursable expenses i.e., air freight charges, etc.: _____			
_____			
Hourly rate(s) for various personnel, to include <b>Regular, Overtime and Premium.</b>			
Regular time constitutes 40 hour work week. Monday - Friday 7:00 a.m. – 4:30 p.m..			
Overtime constitutes any hours over the 40 hour work week.			
Premium time constitutes Sundays and holidays.			
Please list any additional equipment/services provided by your organization that may be utilized in this repair/installation function.			
<b>Equipment / Service</b>	<b>Regular Time</b>	<b>Over Time</b>	<b>Premium Time</b>

	\$	hr.	\$	hr.	\$	hr.
	\$	hr.	\$	hr.	\$	hr.
	\$	hr.	\$	hr.	\$	hr.
	\$	hr.	\$	hr.	\$	hr.
	\$	hr.	\$	hr.	\$	hr.
	\$	hr.	\$	hr.	\$	hr.

Vendor Name:

\_\_\_\_\_

-

**VARIANCES:** State any variances, however slight, to the above specifications.

\_\_\_\_\_

**05C-50J QUALIFICATIONS OF FIRM:**

Vendor Name: \_\_\_\_\_

<b>Contractor is required to have a State Unlimited or Mechanical HVAC license held by your firm:</b>	_____			
	<b>Expiration Date:</b> _____			
<b>Occupational License Number:</b>	_____			
	<b>Expiration Date:</b> _____			
List names and experience of the Service Personnel assigned to the District as indicated on the Bid Summary Document.				
<b>Personnel Title</b>	<b>Name</b>	<b>No. Years With Firm</b>	<b>Licenses &amp; Numbers Other Certificates</b>	<b>No. Years as Journey Person</b>
Supervisor	_____	_____	_____	_____
Add additional information in "Vendor notes", if required.				

**05C-50J – REFERENCE DOCUMENT**

Vendor Name: \_\_\_\_\_

**This information will be used in the evaluation of this bid.**

List a minimum of five (5) references which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein, within the past five (5) years. Provide scope of work, contact name, addresses, telephone numbers and dates of service. Bidders shall furnish with this bid or within three days upon request per Special Condition F.

1. Reference: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Cost of Service: \_\_\_\_\_  
Date of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_

2. Reference: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Cost of Service: \_\_\_\_\_  
Date of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_

3. Reference: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Cost of Service: \_\_\_\_\_  
Date of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_

4. Reference: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Cost of Service: \_\_\_\_\_  
Date of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_

5. Reference: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Cost of Service: \_\_\_\_\_  
Date of Service: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone#: \_\_\_\_\_  
Email: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.
2. **ANTI-COLLUSION:** By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School District of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:** The bidder 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.
4. **BIDS:** Bids will be received electronically through a secure mailbox at RFP Depot, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813 and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure their bid reaches RFP Depot on or before the closing date and hour as indicated in this bid document.
5. **INSPECTION AND READING OF BID:** As per Florida Statute 119.07(3)(o), the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision pursuant to S. 120.57(3) or within ten days after bid or proposal opening, whichever is earlier.
6. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.
7. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder be granted a release from their bid or proposal more than one time in a two-year period without penalty.
8. **DEFAULT:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
9. **CANCELLATION / TERMINATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent or designee shall give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will

be made to the School Board or their designee for immediate cancellation. Upon cancellation hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The Board or their designee reserves the right to terminate any contract resulting from this invitation 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 shall be relieved of all obligations under said contract. The Board or their designee shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination.

10. **BIDDERS RESPONSIBILITY:** Before submitting their bid, each bidder is required to carefully examine the Invitation to Bid specifications, delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Failure to do so on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the District or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **DISQUALIFYING CRIMES:** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

The vendor or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The vendor must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the vendor to comply as a breach of contract and immediately terminate the services of the vendor.

The bidder certifies by submission of this bid, 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.

13. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted with RFP Depot, Inc. and at the Fulton Holland Educational Services

Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

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.

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.

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

15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(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 bidder will in no way be a cause for relief from responsibility.
17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 03-00009-22-60 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.
19. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid or prior to use for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

20. **DEBARMENT:** 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.

21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** 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 Paragraph 16, Legal Requirements.

"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.

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.

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.

Bidders 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.

# DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section [287.087](#), Florida Statutes. This requirement effects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to electronically sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE

**Must be executed and returned with attached bid at time of bid opening to be considered.**

PBSD 0580 (New 3/91)

## MINORITY CERTIFICATION INFORMATION

Minority Certification applications are available through the Minority Business Enterprise located at: <div style="margin-left: 40px;">                     Office of Diversity in Business Practices                      School District of Palm Beach County                      3300 Forest Hill Boulevard, Suite A-106                      West Palm Beach, FL 33406-5871                      Phone: (561) 434-8508  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a> </div>	
<b>Are you a minority vendor certified by:</b> (Check if appropriate)	
Palm Beach County School District <input type="checkbox"/>	
State of Florida <input type="checkbox"/>	
If yes, expiration date <input style="width: 150px;" type="text"/>	
Minority Classification <input style="width: 150px;" type="text"/>	
District Classifications:	
2-Black	
3-Hispanic	
4-Indian/Alaska	
5-Asian	
6-Women	
7-Disabled	
8-Other	
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm (s), please list the vendors and the estimated dollar value below:	
<b><u>Vendor</u></b>	<b><u>Estimated Dollar Value</u></b>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>



## Minority Women Business Enterprise (M/WBE) Subcontractor Participation Letter of Intent

BID/RFP or Project Name

BID/RFP or Project Number

Name of Bidder

The undersigned intends to perform work with the above project as *(check one)*  
 Individual     Partnership     Corporation     Joint Venture

*(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*  
 Subcontractor     Manufacturer     Supplier

The undersigned is:  
 Certified with the School District of Palm Beach County M/WBE Coordinator  
 Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column):*

- |  |   |                              |
|--|---|------------------------------|
| <b>COLUMN 1</b>                                      | <b>COLUMN 2</b>                           | <b>COLUMN 3</b>              |
| <input type="radio"/> American Indian/Alaskan Native | <input type="radio"/> Physically Disabled | <input type="radio"/> Female |
| <input type="radio"/> Asian/Pacific Islander         |   | <input type="radio"/> Male   |
| <input type="radio"/> Black, Non-Hispanic            |   |                              |
| <input type="radio"/> Hispanic                       |   |                              |
| <input type="radio"/> Multiracial                    |   |                              |
| <input type="radio"/> White, Non-Hispanic            |   |                              |

**PARTICIPATION:** The undersigned intends to perform the following work in connection with the above project.

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm

Name and Position

DATE  
 PBSD 1525 (RE. 10/18/2001)      ORIGINAL - Purchasing Department

### **GENERAL CONDITIONS FOR BIDS**

1. **USE OF OTHER CONTRACTS:** 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.
  
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **PAYMENT / PAYMENT TERMS:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

The District's payment terms are net 30 days, however the District will accept terms for early payment. These discounted terms maybe included with the Bid Summary Document of this bid. Payment will not be processed until the following occurs:

- A. The complete and satisfactory receipt of all items ordered on a purchase order.
- B. The receipt of a properly billed invoice in the Accounting Services Department.
- C. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School District **MUST** include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

- A. Purchase order number.
- B. Name and address of vendor, a unique invoice number and date of shipment.
- C. All pricing must be in accordance with the bid.
- D. Line item total or extended price, minus bid discount as listed on our purchase order.
- E. All original invoices must be mailed to Accounting Services/Accounts Payable as listed on the right top corner of the purchase order.

**Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.**

**District Purchasing Card:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$750 daily per vendor (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$750.

Purchasing Cards represent a simplified means of processing District financial transactions and saving on administrative costs while offering schools/departments an alternative way for making purchases.

**The purchasing card program is not authorized as a means for Internal Funds purchasing at this time.**

4. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
5. **FUNDING OUT, TERMINATION, CANCELLATION:** Florida School Laws prohibit the School Board or their designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all bidders:

The School Board or their designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

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 equipment being terminated with equipment with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

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

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

6. **MINORITY BUSINESS PARTICIPATION:** The School District of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County’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>.

Contractors who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

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

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The School District of Palm Beach County 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.

7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/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, or 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.

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

This article will survive the termination of this contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. it is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than

the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L 442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped

- as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
  15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
  16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
  17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
    - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
    - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
    - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
  18. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
  19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be

liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of contract award by the School District, a letter of contract acceptance will be issued to each successful bidder acknowledging which items / services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

**No item may be shipped or service performed that is not listed on the purchase order.**

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at RFP Depot.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid 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.
25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Instruction to Bidders, and Lobbying, of this proposal and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid 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 one 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.

26. **INTERPRETATIONS:** Neither RFP Depot nor any employee of the School District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
27. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions or the Instructions to Bidders shall have precedence.\_

## Questions and Answers

### Question

The summary document states "costs as reflected in the Electrical Trade Service Price Directory"  
Is this correct?

or should it be the HVAC Trade Service Directory? (Submitted: May 17, 2005 1:16:57 PM EDT)

### Answer

I Yes, you are correct. Thank you for catching it. (Answered: May 17, 2005 2:09:35 PM EDT)