

# SCHOOL DISTRICT OF MARTIN COUNTY

## PURCHASING DEPARTMENT

### INVITATION TO BID (ITB) REQUIRED RESPONSE FORM

ITB 1008-0-2009JC

DATE: May 19, 2009

TITLE: Email Archival System Parts and Service

This proposal must be submitted to the School District of Martin County, Purchasing Department, 2845 SE Dixie Hwy., Stuart, Florida 34997 no later than 2:00 PM on June 2, 2009 plainly marked ITB-1008-0-2009JC. Proposals are due and will be opened at this time.

#### Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

#### Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 15 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto.

PROPOSER (firm name): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

INTERNET E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

**SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA  
ITB 1008-0-2009JC  
FOR EMAIL ARCHIVAL SYSTEM PARTS AND SERVICE**

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**1.0 PURPOSE**

The Martin County School district is seeking firm fixed prices for various parts required to deploy an email archival system. Items specified are brand specific and listed individually on Page 11 of this request.

**2.0 CONTRACT PERIOD**

The initial contract shall be from time of award for one year with the option to renew the contract for (2) additional one (1) year periods, at prices no greater than those provided by the Contractor on the pricing sheet. Renewal shall be by written mutual agreement of both parties.

**3.0 AWARD**

The School District may use one or more Contractors in the performance of these services. If multiple contracts are awarded, the School District may assign each Contractor a specific area of operation. However, it shall be the School District's sole determination on whether more than one Contractor will be used at any given time. Award can go to a primary vendor with a second highest rated vendor receiving consideration based on awarded vendor's unavailability. Award shall be based upon a responsible Offeror(s) whose proposal is responsive to the ITB, demonstrates a clear understanding of the requirement, and demonstrates the capabilities to perform satisfactorily based on service and price matters. Award will not be based solely on economics, but rather an evaluation of all aspects of the Offeror's proposal.

**4.0 SCHEDULE OF EVENTS**

The following is the proposed timetable. Proposers *must* submit *all* documentation prior to the scheduled deadlines to be eligible for consideration:

May 18, 2009	Release Bid
May 22, 2009 5:00PM	All written question due
June 2, 2009 2:00 PM	Closing Date: All Bids Due by 2:00 PM
June 16, 2009	Recommendation for Board Approval

**5.0 INSTRUCTIONS ON SUBMITTING A BID**

Include all information in your proposal. All packages *must* be received in the Department of Purchasing, on or before the specified date and time. Sealed packages may be hand-delivered, mailed, or delivered by commercial carrier or courier. **Proposer shall not transmit their bids by facsimile (fax), e-mail, or other electronic means.** Any and all proposals not received in the manner requested, in by the specified date and time will be returned to the originating vendor, without further review. It is the sole responsibility of the Proposer to ensure the proposal is received at the specified place by the established closing date and time Therefore, bidders submitting their bids through commercial carriers, couriers, and overnight services are advised to schedule their delivery several days prior to the established closing date and time. **All bid/proposal responses shall be clearly marked on the outer front of the package stating ITB title, date and time of closing.**

**6.0 GENERAL CRITERIA**

For specific criteria that will be utilized for this proposal, see the section on Scope of Work. The School District reserves the right to waive informalities and technicalities so as to serve the best interest of the School District of Martin County. Only those proposals received in complete forms will receive full evaluation of the Selection Committee.

## **7.0 BIDDER'S QUESTIONS**

Bidders shall address any questions regarding this solicitation directly to the Purchasing Department, Jeff Carver at [carverj@martin.k12.fl.us](mailto:carverj@martin.k12.fl.us). Questions shall be in writing to the email address given or by fax (772-219-1267), referencing the proposal number and opening date. Questions will be accepted until 5 pm on May 22, 2009. All questions submitted will be answered in writing by an addendum. The School District of Martin County will not be bound by any verbal information or by any written information that is neither contained within the solicitation documents or formally noticed and issued by the Purchasing Department.

## **8.0 ADDENDA**

A written addendum may be issued prior to the bid/proposal opening, which may modify, supplement or interpret any portion of this Request. No verbal or written information from other sources are authorized as representing the School District of Martin County. The School District of Martin County will issue a written addenda with such information to all Proposers in a timely manner, so as to give the respondents sufficient time to respond to the information and incorporate such changes into their response. All Proposers shall acknowledge the receipt of such addenda by completing the addenda form, signing it, and including it with their proposal response. If the addenda are received after the Proposer submits his proposal, he may mail the addenda under separate cover and include the incorporated changes in that package.

## **9.0 COST OF PREPARING PROPOSALS**

Costs, either direct or indirect, incurred by the prospective Contractor in the preparation of proposals, making presentations, and demonstrations or for any other reason associated with the response to this Solicitation may not be charged to, or is the responsibility of the School District of Martin County.

## **10.0 RIGHTS TO PROPOSAL DOCUMENTS**

All copies and contents of any proposal, attachment, and explanation thereof submitted in response to the Request for Proposal (except copyright material), shall become the property of the School District of Martin County, Florida. The School District reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Such material will be returned to the Proposer prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

## **11.0 DISCLAIMER**

This Request for Proposal (ITB) is not an offer of purchase. It is a request for product/service information and costs to assist the School District of Martin County to make an acquisition decision and enter into a contract with the successful proposing firm for the services outlined in the Scope of Work and the Proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order contract is provided to the successful proposing firm.

## **12.0 TERMS OF PAYMENT/INVOICING**

The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed

on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is specified in s. 218.73. No payments are authorized in advance of receipt of service, nor for services not covered under this agreement or for services not acceptable to the School District of Martin County. Payments for completed work projects will be authorized upon written certification of completion by the Contractor, submitted to the School's Maintenance Department along with invoice. Payment will not be authorized until the vendor has corrected any and all work in accordance with the School District of Martin County specifications. The Vendor's Invoice shall be itemized to show pricing of parts (items, components, supplies, materials, etc), labor costs, and freight, to provide a complete accounting of items provided and service performed.

### **13.0 RIGHT TO TERMINATE**

In the event that any of the provisions of the contract are violated by the successful Contractor, the School District of Martin County may serve written notice upon said Contractor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract, and, unless ten (10) days after serving such notice upon the Contractor, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) days, cease and terminate, but the liability of said Contractor and/or his surety for any and all such violations(s) shall not be affected by any such termination. At this time, School District of Martin County may enter into an agreement with the vendor with the next highest ranking proposal contract score, without re-issuing a Request for Proposals, or by repetition of the competitive solicitation process.

### **14.0 SCHOOL DISTRICT OF MARTIN COUNTY, FLORIDA RIGHTS**

The School Board reserves the right to:

Reject any and all offers received as a result of this ITB.

Disqualify a proposer from receiving the award if such proposer, or anyone in the proposer's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

Seek clarification of information submitted and to waive minor irregularities in any proposal.

Accept and utilize any and all ideas submitted in any proposal.

Adopt all or any part of a proposal in selecting the best solution for the School District.

Negotiate further with any proposer responding to this ITB if it will serve the best interest of the School District.

Select and award the contract to the responsive proposer providing the best value to the School District.

If the School District determines additional features, service, modifications, or deletions are needed and it is in the District's best interest, the District may enter into negotiations with the contractor to amend the contract. Also, if a contractor has newer technology the School District may exercise the right to upgrade to that technology by way of an amendment agreeable to both parties.

### **15.0 DEFAULT**

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

## 16.0 MINOR BID EXCEPTIONS

This School District reserves the right to waive minor deviations or exceptions in proposal's providing such action is in the best interest of the School District of Martin County. Minor deviations/exceptions are defined as those that have no adverse effect upon the School District's interest and would not affect the outcome of the award by giving a respondent an advantage or benefit not enjoyed by other respondents.

## 17.0 NON – EXCLUSIVE RIGHTS

The right to provide the commodities and services, which will be granted under this Request for Proposal, shall not be exclusive. The School District reserves the right to contract for and purchase commodities and services from as many firms as it deems necessary without infringing upon or terminating the contract.

## 18.0 LEGAL REQUIREMENTS

It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility. Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

## 19.0 CONFLICT OF INTEREST

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.

## 20.0 INSURANCE REQUIREMENTS

Proof of the following insurance will be furnished by the awarded bidders to the School District of Martin County by Certificate of Insurance. **SCHOOL DISTRICT OF ST. LUCIE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE SCHOOL DISTRICT.** Certificates of Insurance meeting the specific required provision specified within this agreement shall be forwarded to the Martin County School District's Purchasing Department that originated the contract, and approved 30 days 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 Martin County School District via certified mail in the event of cancellation of insurance. 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, but in any event at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Chapter 440, F.S., Workers'

Compensation and Employees' Liability Insurance with minimum statutory limits.

**B. COMPREHENSIVE GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. 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 bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. The minimum limits of coverage shall be \$500,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive 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" or "Comprehensive Form" coverage as of the date of acquisition.

**D. PROFESSIONAL LIABILITY:** The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000.00 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 St. Lucie County School District and each officer, agent and employee of the Martin County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder. This policy must be continued or tail coverage provided for two years after completion of the project.

## **21.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT:**

The successful proposer(s) shall, in addition to any other obligation to indemnify the Martin 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 there from, or any other damage or loss arising out of, or claimed to School District of Martin have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts

any of them may be liable in the performance of the work; or

B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or

C. liens, claims or actions made by the contractor or any subcontractor or other party performing the

work.

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. Any costs or expenses, including attorney's fees, incurred by the Martin County School District to enforce this agreement shall be borne by the contractor.

## **22.0 PUBLIC RECORDS LAW**

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

## **23.0 PERMITS AND LICENSES**

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

## **24.0 INTELLECTUAL PROPERTY RIGHTS**

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

## **25.0 SUB-CONTRACTS**

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District. The proposer(s) will be fully responsible to the District for the acts and omissions of the subproposer(s) and their employees. After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

## **26.0 INDULGENCE**

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

## **27.0 PROPOSERS MAILING ADDRESS**

It is the responsibility of every proposer to register and maintain their current registration information. Proposers that have received the ITB from DemandStar.com must maintain their information on the DemandStar database. Proposers that have received the ITB documents from the Martin County School District Purchasing Department and have not subscribed to the DemandStar service must maintain their current registration information with the Purchasing Department. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar will be used to make notice of ITBs and other information to proposers. To check your current registration information log on to <http://www.demandstar.com>. You may also change/update/revise your mailing address and commodity information on that web site.

## **28.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.

### **29.0 PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133, F.S., as amended, 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/ITB on a contract to provide any goods or services to a public entity, may not submit a bid/ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/ITBs 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 proposer(s) certifies by submission of this ITB, 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 Federal department or agency.

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

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.  
The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School District.

### **31.0 AGREEMENT**

A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this ITB. The proposal, negotiated term, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District.

### **32.0 JOINT PROPOSAL**

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

### **33.0 WORKS IN PROGRESS**

All installations in progress at the time this contract is awarded will be completed by the testing and balancing contractor who initiated the work.

### 34.0 LABELS

Labels shall be affixed as required by any and/or all State and Federal statutes or regulations, such as labels on containers of hazardous materials and chemicals, Material Data Safety Sheets (MDSS) for solvents, surface treatments, chemicals, etc.

### 35.0 CONTRACTOR TO EXTEND TERMS, CONDITIONS, PRICING OF AGREEMENT TO OTHER STATE AGENCIES

The Contractor shall extend the terms, conditions, specifications, requirements and unit pricing to other state and county agencies within the State of Florida.

### 36.0 PRICING SCHEDULE

Item Description	Delivered Unit Price
1. QTY 3000 - Mimosa NearPoint for MS Exchange Solution – Part Number: 2000 - Above Users MNE-SOLCAL2000-Above	\$ _____
2. QTY 3000 - Mimosa NearPoint PST Archive Option – 2000 - Part Number: Above Users MNE-PSTCAL2000-Above	\$ _____
3. QTY 3000 - Mimosa NearPoint Disaster Recovery Option - 2000 - Above Users Part Number: MNE-DRCAL2000-Above	\$ _____
4. QTY 3000 - Mimosa NearPoint eDiscovery Option - 2000 -Above Users Partn Number: MNE-EDCAL2000-Above	\$ _____
5. QTY 3000 - Mimosa NearPoint forMS Exchange Solution	\$ _____
6. QTY 3000 - Mimosa NearPoint PST Archive Option	\$ _____
7. QTY 3000 - Mimosa NearPoint Disaster Recovery	\$ _____
8. QTY 3000 - Mimosa NearPoint eDiscovery	\$ _____

**\*Prices must include 3 years of Premium Support and Maintenance of 24x7x365 which includes upgrades.**

### Service Prices

1. On-site support (rate includes travel & expenses)	\$ _____ per hour
2. Remote support	\$ _____ per hour
3. Extended or after-hours Remote Services	\$ _____ per hour

### 37.0 VENDOR INFORMATION

**A. GENERAL INFORMATION**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Name and Title of Principal Officer: \_\_\_\_\_

Name and Title of Individual Signing Proposal \_\_\_\_\_

**B. COMPANY INFORMATION**

Incorporated: Yes ( ) No ( ) If yes, state incorporated \_\_\_\_\_

If individual or partnership, provide names of Owners/Partners \_\_\_\_\_

Federal Employment Identification Number (FEID #) : \_\_\_\_\_

Corporate Identification Number: \_\_\_\_\_

Certificate of Competency (if applicable#) \_\_\_\_\_

State and Local License # (identify) \_\_\_\_\_

**C. SERVICE & SUPPORT INFORMATION**

Location of branch or office to provide service to the School District

\_\_\_\_\_

Phone # of Branch Location: \_\_\_\_\_

Phone # Office: \_\_\_\_\_

Vehicles, supplies, and personnel available for service (Use additional sheets if necessary): \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

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

## ATTACHMENT A

### DEFINITIONS

- 1 **BID** means a formal price offer by vendor to the buyer to furnish specific goods and/or services in response to an Invitation for Bids, Request for Quotation, or a multi-step bidding procedure.
2. **CONTRACT** means (1) a deliberate verbal or written agreement between two or more competent parties to perform or not perform a specific act or acts; and (2) any type of agreement regardless of what it is called for the procurement or disposal of supplies, services or construction.
3. **CONTRACTOR** means a separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
4. **PRE-BID OR PRE-PROPOSAL CONFERENCE** means a meeting held prior to the date of bid or proposal submittal, which disseminates to all bidders or proposers in attendance information to assist them in submitting a bid or proposal including, but not limited to, information regarding the requirements of the School District.
5. **PROCUREMENT** means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Department of Purchasing pursuant to District and Department of Education requirements.
6. **REQUEST FOR PROPOSAL (ITB)** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may or may not be totally limited to price.
7. **RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** means an individual or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will give reasonable assurance of good faith and performance.
8. **RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business which has submitted a bid, offer, proposal, quotation or response, which conforms in all material respects to the solicitation, including, but not limited to, compliance with any M/WBE requirements contained within the solicitation.
9. **SCHOOL DISTRICT** means the Martin County School District, its individual and collective departments, managers, staff, and facilities.
- 10.. **SUBCONTRACTOR** means any person providing goods and/or services to a prime contractor for profit, if such goods and/or services are procured or used in fulfillment of the prime contractor's obligations arising from a contract with the Martin County School District, except persons providing goods to a prime contractor whose contract with the District is for the provision of materials, equipment, or supplies.
11. **VENDOR** means an actual or potential supplier of goods and/or services interchangeable with the term bidder and/or contractor.

## ATTACHMENT B

### 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 affects 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 sign the statement, I certify that this firm complies fully with the above requirements.

---

COMPANY NAME

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VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**

**ATTACHMENT C**

**STATEMENT OF NO RESPONSE**

If you are not bidding on this service/commodity **ITB 1008-0-2009JC**, please complete and return this form to:  
**Purchasing  
Department, School District of Martin County, 2845 S.E. Dixie Hwy, Stuart, FL 34997**

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to respond to our proposal because of the following reasons:

\_\_\_\_\_ We do not offer this service or the equivalent.

\_\_\_\_\_ Insufficient time to respond to the ITB.

\_\_\_\_\_ Remove our name from this proposal list only.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT D  
PROCEDURES FOR IMPLEMENTING THE REQUIREMENTS OF THE AMENDMENTS TO THE  
JESSICA LUNSFORD ACT  
08/15/05**

Awarded bidder will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of the awarded bidder and all of its employees who provide services under this contract. Awarded bidder shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the awarded bidder providing any services. The awarded bidder will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded bidder and its employees. Awarded bidder will provide District with a list of its employees. Awarded bidder will update these lists in the event that any new employees are added and awarded bidder agrees that new employees shall be fingerprinted. Awarded bidder agrees that in the event any employee is convicted of a criminal offense, the awarded bidder will notify the District within forty-eight (48) hours.

The parties agree in the event that the awarded bidder fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.