

## Solicitation 08C-2A

# Term Contract for Liquefied Petroleum and Services

School District of Palm Beach County FL

## Bid 08C-2A

### Term Contract for Liquified Petroleum and Services

Bid Number 08C-2A  
 Bid Title Term Contract for Liquified Petroleum and Services

Bid Start Date Jun 21, 2007 4:36:43 PM EDT  
 Bid End Date Jul 24, 2007 2:00:00 PM EDT

Bid Contact Morris Simpson  
 Purchasing Agent  
 Purchasing  
 561-434-8306  
 simpsonm@palmbeach.k12.fl.us

Contract Duration 3 years  
 Contract Renewal 2 annual renewals  
 Prices Good for See Term of Contract

Bid Comments \*THIS IS A NO FEE BID

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

SCOPE: The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Liquified Petroleum and Services, as specified herein.

DELIVERY: Material and services in this Invitation to Bid are for various schools and departments located throughout Palm Beach County and is not for delivery to any central location. Deliveries are to be FOB Destination as per purchase orders or as advised by Maintenance and Plant Operations / Program Management Departments.

The contractor and/or employees shall comply with the on-site ingress/egress equipment routing as established by the Maintenance and Plant Operations / Program Management Departments. In the event the contractor and/or employees deviate from the established routes, they shall be responsible for any and all damages to School District or other property owners.

AWARD: The total cost for group one (1) and group two (2) will be combined and awarded to the lowest bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5% whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. (A group is defined as an item with several parts labeled A, B, C with a total for the group). Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

To meet the demands of the School District, a primary, secondary, and tertiary award will be made to the lowest bidder meeting specifications, terms and conditions outlined herein and whose guarantees of quality and performance best suits the interest of the School District.

The requirements to qualify for the M/WBE are to be certified either by the State of

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

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

M/WBE GOAL: The Goal Setting Committee has established a 5% 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.

TERM OF CONTRACT / PRICE INCREASES: The term of this contract shall be for three (3) years from the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for two (2) additional one-year periods. The Purchasing Department, will, if considering to renew, request a letter of intent to renew from the awardee at least 60 days prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon.

The District may, in its sole discretion, make an equitable adjustment in the contract terms and / or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following.

1. The volatility is due to causes wholly beyond the successful bidder's control
2. The volatility affects the marketplace or industry, not just the particular successful bidder's source of supply.
3. The effect on pricing or availability of supply is substantial, and
4. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

Note: Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing.

Added on Jul 11, 2007:  
ADDENDUM 1:

This addendum modifies 08C-2A Invitation to Bid as follows:

#### RETURN DATE

Now Reads: JULY 12, 2007 2:00 P.M. EST

Change to Read: JULY 24, 2007 2:00 P.M. EST

#### POSTING DATE

Now Reads: JULY 19, 2007 3:00 P.M. EST

Change to Read: JULY 26, 2007 3:00 P.M. EST

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Changes made on Jul 11, 2007 4:37:58 PM EDT

Previous End Date Jul 12, 2007 2:00:00 PM EDT

New End Date Jul 24, 2007 2:00:00 PM EDT

Item Response Form

Item 08C-2A-1-01 - GROUP 1 LIQUEFIED PETROLEUM GAS AND SERVICES: Item A. Posted Average Price - COASTAL AREA – East of Twenty Mile Bend  
 Quantity 1 gallon  
 Unit Price   
 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  
 BID PRICE MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

The price of LP gas purchased by the School District should be expressed in dollars and cents to four decimals per gallon of delivered product and shall be combination of two components.

A. Posted average price (variable): This shall be the average price of LP gas FOB Hattiesburg, Mississippi, per the latest "Butane-Propane Weekly Newsletter". The vendor will show the major suppliers, their posted price, and the average. Thereafter, the successful bidder(s) will, on the first of each month, provide the same variable information to the Environmental Control Office, attention Utilities Management Section. This will be the posted price for the month.

The total cost for group 1 and group 2 will be combined and awarded to the lowest bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5% whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. (A group is defined as an item with several parts labeled A, B, C with a total for the group). Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

To meet the demands of the School District, a primary, secondary, and tertiary award will be made to the lowest bidder meeting specifications, terms and conditions outlined herein and whose guarantees of quality and performance best suits the interest of the School District.

Item 08C-2A-1-02 - GROUP 1 LIQUEFIED PETROLEUM GAS AND SERVICES: Item B. Differential Price - COASTAL AREA – East of Twenty Mile Bend  
 Quantity 1 gallon  
 Unit Price   
 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  
 BID PRICE MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

The price of LP gas purchased by the School District should be expressed in dollars and cents to four decimals per gallon of delivered product and shall be combination of two components.

B. The differential price (fixed): This price shall include all delivery costs beginning at the well head, pipeline and/or

tanker costs, vendor storage costs, vendor delivery cost, vendor equipment rental cost, vendor-owned equipment maintenance and inspection costs.

The total cost for group 1 and group 2 will be combined and awarded to the lowest bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5% whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. (A group is defined as an item with several parts labeled A, B, C with a total for the group). Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

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Item	08C-2A-2-01 - GROUP 2 LIQUEFIED PETROLEUM GAS AND SERVICES: I tem A. Posted Average Price - GLADES AREA – West of twenty mile bend
Quantity	1 gallon
Unit Price	<input style="width: 150px; height: 15px;" type="text"/>
Delivery Location	School District of Palm Beach County FI <u>Various Locations for the District</u> Palm Beach County School District West Palm Beach FL 33406 Qty 1

Description

BID PRICE MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

The price of LP gas purchased by the School District should be expressed in dollars and cents to four decimals per gallon of delivered product and shall be combination of two components.

A. Posted average price (variable): This shall be the average price of LP gas FOB Hattiesburg, Mississippi, per the latest "Butane-Propane Weekly Newsletter". The vendor will show the major suppliers, their posted price, and the average. Thereafter, the successful bidder(s) will, on the first of each month, provide the same variable information to the Environmental Control Office, attention Utilities Management Section. This will be the posted price for the month.

The total cost for group 1 and group 2 will be combined and awarded to the lowest bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5% whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. (A group is defined as an item with several parts labeled A, B, C with a total for the group). Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

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Item	08C-2A-2-02 - GROUP 2 LIQUEFIED PETROLEUM GAS AND SERVICES: I tem B. Differential Price - GLADES AREA – West of twenty mile bend
Quantity	1 gallon
Unit Price	<input style="width: 150px; height: 15px;" type="text"/>

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

BID PRICE MUST INCLUDE, IN ADDITION TO MATERIALS; LABOR, INSTALLATION, HARDWARE AND DELIVERY COST AS DETAILED IN SPECIFICATIONS.

The price of LP gas purchased by the School District should be expressed in dollars and cents to four decimals per gallon of delivered product and shall be combination of two components.

B. The differential price (fixed): This price shall include all delivery costs beginning at the well head, pipeline and/or tanker costs, vendor storage costs, vendor delivery cost, vendor equipment rental cost, vendor-owned equipment maintenance and inspection costs.

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**08C – 2A ADDITIONAL INFORMATION**

VENDOR NAME:

The vendor certifies that their total storage capacity on its local property is  gallons.

1. Relocation, within a vendor's service area, of liquid petroleum and tanks for relocatable classrooms shall be accomplished at School District expense for the flat rate of	\$ <input type="text"/>
2. Emergency Services on School District-owned equipment.	
Labor per man hour day rate	\$ <input type="text"/> /hr.
Labor per man hour 2nd shift	\$ <input type="text"/> /hr.
Labor per man hour 3rd shift	\$ <input type="text"/> /hr.
3. 4" thick concrete slab	\$ <input type="text"/> /s.y.
4. Aluminum 6' Chain Link Fence /With 6' Gate, Top Rails, Corner Posts	\$ <input type="text"/> /l.f.

<p><b>SCHOOL DISTRICT OF PALM BEACH COUNTY</b>  <b>PURCHASING DEPARTMENT</b>                  3300 Forest Hill Boulevard, Suite A-323                  West Palm Beach, FL 33406-5813</p>	
<p><b>INVITATION TO BID</b>  <b>Bidder Acknowledgement</b></p>	
<p><b>Vendor Name:</b> <input style="width: 90%;" type="text"/></p>	
<p><b>Vendor Mailing Address:</b>  <input style="width: 90%;" type="text"/>  <input style="width: 90%;" type="text"/>  <input style="width: 90%;" type="text"/></p>	
<p><b>Area Code / Telephone Number:</b> <input style="width: 90%;" type="text"/></p>	
<p><b>Toll-Free Telephone Number:</b> <input style="width: 90%;" type="text"/></p>	
<p><b>Fax Number:</b> <input style="width: 90%;" type="text"/></p>	
<p><b>Vendor E-Mail Address:</b> <input style="width: 90%;" type="text"/></p>	
<p><b>Vendor Web Address:</b> <input style="width: 90%;" type="text"/></p>	
<p><b>FEID No. or SS #:</b> <input style="width: 90%;" type="text"/></p>	
<p><b>Terms:</b> <input style="width: 90%;" type="text"/></p>	<p><b>Delivery</b> <input style="width: 90%;" type="text"/> <b>calendar days</b>                  after receipt of order:</p>
<p><b>ANTI-COLLUSION</b></p> <p>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.</p>	
<p><input style="width: 90%;" type="text"/></p> <p style="text-align: center;">Name of Company Representative Submitting Bid                  Representative Submitting Bid</p>	
<p><input style="width: 90%;" type="text"/></p> <p>Title of Company</p>	
<p><input style="width: 90%;" type="text"/></p> <p style="text-align: center;">Date</p>	

**This form must be executed and returned with attached bid at time of bid opening to be considered.**

## **08C-2A - SPECIAL CONDITIONS**

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a **Term Contract for Liquefied Petroleum and Services**, as specified herein.
- B. **DELIVERY:** Material and services in this Invitation to Bid are for various schools and departments located throughout Palm Beach County and is not for delivery to any central location. Deliveries are to be FOB Destination as per purchase orders or as advised by Maintenance and Plant Operations / Program Management Departments.

The contractor and/or employees shall comply with the on-site ingress/egress equipment routing as established by the Maintenance and Plant Operations / Program Management Departments. In the event the contractor and/or employees deviate from the established routes, they shall be responsible for any and all damages to School District or other property owners.

- C. **AWARD:** The total cost for group one (1) and group two (2) will be combined and awarded to the lowest bid from a responsive, responsible bidder unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5% whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. (A group is defined as an item with several parts labeled A, B, C with a total for the group). Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

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

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- D. **M/WBE GOAL:** The Goal Setting Committee has established a 5% 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.

- E. **TERM OF CONTRACT / PRICE INCREASES:** The term of this contract shall be for three (3) years from the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for two (2) additional one-year periods. The Purchasing Department, will, if considering to renew, request a letter of intent to renew from the awardee at least 60 days prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon.

The District may, in its sole discretion, make an equitable adjustment in the contract terms and / or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following.

1. The volatility is due to causes wholly beyond the successful bidder's control
2. The volatility affects the marketplace or industry, not just the particular successful bidder's source of supply.
3. The effect on pricing or availability of supply is substantial, and
4. The volatility so affects the successful bidder that continued performance of the contract would result in a substantial loss.

Note: Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing.

- F. **JESSICA LUNSFORD ACT:** All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of School funds must be fingerprinted and background checked.

Vendor agrees to undergo a background check and finger-printing if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meets any of the conditions to submit to a Level 2 FDLE background check, and FBI screening including fingerprinting by the School District's Police Department, at the sole cost of the vendor. The report of the results should be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. The estimated cost for level II background checks and fingerprinting is currently \$84.00 per person and may increase at any time during the contract period. Vendor shall not begin providing services contemplated by this agreement until vendor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of vendor on the basis of these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the vendor who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes 435.04 will be employed in the performance of this contract.

- G. **CONTRACTOR RESPONSIBILITIES:** The successful bidder (hereinafter referred to as the contractor) shall furnish at their expense all labor, materials, equipment, supervision, transportation and other services necessary to install, deliver and maintain equipment according to specifications listed herein.

Supply liquid petroleum to the schools indicated on the attached list (with additions and deletions as defined herein) on an uninterrupted basis.

Supply and/or install all delivery, storage and transmission equipment, and mechanisms necessary to maintain uninterrupted service.

Provide a written survey that contains tank locations, sizes, installation dates and physical condition of equipment at each school district facility to the utilities / energy manager of the Environmental Control Office. This survey will be provided thirty days after the completion of all initial installations and thirty days prior to the contract anniversary date annually.

The vendor will provide uninterrupted continuous service during the contract. The vendor should be properly equipped, staffed and have sufficient storage to accomplish all of the services requested to this contract.

The tank size to be installed at each location should be determined by the vendor in accordance with the survey of the estimated consumption of the equipment being used at the location and the ability to provide uninterrupted service to that location.

Deliveries will be truck metered (certified and calibrated) for fixed tanks.

Service, either in the form of tank filling or tank inspection, should be accomplished during normal school operating hours.

For services (deliveries, inspections, and maintenance) occurring after normal school hours, the Department of Maintenance and Plant Operations will provide the standard gate key for access to those schools using that lock and arrange for keys at those schools using other locks.

Should the fuel supply at any given location be interrupted twice in one contract year due to the vendor's failure to maintain an adequate supply of fuel, the owner reserves the right to have the vendor replace the tank with a larger capacity tank at the vendor's expense.

The vendor shall remove all liquid petroleum tanks supplying relocatable classrooms within 72 hours of notification, at no expense to the school district.

The School District reserves the right to request that vendor facility filled tanks (filled to 80% capacity) be delivered to certain low-use operations on an as-needed basis.

The School District reserves the right to request that a School District-owned tank delivered to a vendor's facility be filled within a reasonable amount of time, not to exceed 24 hours.

Deliveries shall be made within twenty-four hours of request.

All kitchen tanks shall be on a regular delivery schedule.

Equipment no longer in service should be neutralized and made safe within four working days from notification and removed from the property at the vendor's expense within a reasonable period of time as determined by the School District Department of Maintenance and Plant Operations. All gas recovered from the tank will be credited to the School District at the current rate.

All schools and facility location addresses will be provided by the Maintenance and Plant Operations Department. All new site addresses will be provided by the Program Management Department.

The vendor should remove all tanks, lines, regulators, and vaporizers at locations where natural gas becomes available and the school district chooses to convert to this service. This removal will be done without cost to the school district.

Based on a 24 hour day, emergency services on the vendor-owned equipment for the safety of the general public should be acted on within two hours from the time of notification or sooner. The cost of this will be the responsibility of the vendor.

Emergency service on the School District-owned equipment for the safety of the facility should be the responsibility of the School District Maintenance and Plant Operations Department. The mechanical supervisor should have the right to call on the vendor for assistance, if necessary, based upon the published rate for labor and materials. The vendor will respond within two hours based on a twenty-four hour day.

Safeguarding of all equipment, tools, materials, etc., at the work site is the contractor's responsibility. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from 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. NO rubbish shall 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.

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

Contractor shall correct any and all damage caused by their operations to the owner's satisfaction at no additional cost to the owner.

The contractor shall have an English-speaking 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.

- H. **INSPECTIONS:** The District will provide for inspections of the installation. The District's inspector will be provided by the Department of Maintenance and Plant Operations/Construction and Facility Management as applicable and said inspector will also act as the District's representative. Contractor shall provide a 48 hour notice prior to all inspections.

Contractor shall notify Department of Maintenance and Plant Operations/Construction three (3) working days prior to commencement of work and shall, at that time, receive authorization to begin.

Contractor shall contact Department of Maintenance and Plant Operation/Construction and Facility Management a minimum of two (2) working days prior to completion of work and establish a time for District's inspector/representative to make the final inspection. At the time of the final inspection, the contractor or representative shall be present at work site. District's representative will ensure that all work by the contractor has been executed in accordance with specifications, drawings, and attachments which may be part of this invitation. Additionally, District's inspector will ensure installation is in compliance with all applicable codes.

- I. **OCCUPATIONAL LICENSE:** By submitting bid, each bidder certifies that they possess a current occupational license issued by the State of Florida or the Palm Beach County Licensing Board. A photocopy of this certificate must be submitted prior to the bid opening, via fax 561-963-3823 or within three days upon request or upload with the bid. It is the bidder's responsibility to resubmit a copy of a new license after expiration or termination of the current license. Non-compliance with this condition may prevent the bidder from being considered for an award.
- J. **MATERIAL SAFETY DATA SHEETS (MSDS):** MSDS should be uploaded with bid. Also, up to two additional copies must be supplied if requested. These MSDS sheets may be uploaded or faxed to 561-963-3823 prior to bid opening.
- K. **DELAYS AND EXTENSION OF TIME:** If a contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time shall be extended by mutual agreement between the contractor and the Maintenance / Purchasing Department. The contractor shall submit written request within five calendar days after occurrence of a delay.
- L. **AREA REPRESENTATIVE:** Bidder is requested to indicate in space provided on the Area Representative Document the name, address, telephone number, fax number, and email accounts of company representative(s) who will be available **upon request to resolve any issues**. Failure to indicate a company representative or to supply information within three days of request shall result in disqualification of bid submitted.
- M. **LIQUIDATED DAMAGES:** Time of completion is of the essence. Should the contractor fail to complete the work within the time specified, and provided the contractor has not previously obtained an extension of time, the District reserves the right to collect \$200 per day for each calendar day that work remains incomplete after time allotted.
- N. **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: Morris Simpson, 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.

- O. **INVOICE / BILLING:** All billing for each school center and/or facility will be billed as one entity using a single billing number, regardless of the number of tanks located at that location.

Service work for equipment and/or labor shall be billed separately and sent to the person requesting it.

There shall be no minimum tank charges or any surcharges applied during the term of this contract.

The awarded vendor(s) shall develop their invoicing format in coordination with the Utilities Management Section.

One original and one copy of each delivery ticket must be submitted for payment. Original

delivery tickets must be clearly marked. Duplicate and copied delivery tickets will not be processed.

Delivery tickets must be signed by a School District employee on location to verify the delivery. The driver will return both the original and the copy to the vendor's office to be submitted for payment.

Vendor shall provide a monthly rate sheet during the first week of each month.

- P. **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 Districts 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.

1. The complete and satisfactory receipt of all items ordered on a purchase order.
2. The receipt of a properly billed invoice in the Accounting Services Department.
3. 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:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on our purchase order.
5. Line item total or extended price, minus bid discount as listed on our purchase order.
6. Name and address of the location where merchandise was delivered.
7. 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.**

- Q. **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 \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.
- R. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be directed to RFP Depot at [www.rfpdepot.com](http://www.rfpdepot.com), bid # 08C-2A, contact Morris Simpson, Purchasing Agent, who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Morris Simpson** nor any employee of the 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, will be communicated to bidders by an electronic addendum.

- S. **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 July 19, 2007 at 3:00 p.m., EST, 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.

## **08C-2A - SPECIFICATIONS**

### **EQUIPMENT**

1. All tanks valves, fill connections, vaporizers, connection boxes, protective covers, regulators, and lines from the tank to the discharge side of the regulator should be installed by the successful bidder. These tanks, regulators, and lines will remain the property of, and the maintenance responsibility of, the successful bidder.
2. All discharge lines from the regulator to the items of equipment utilizing the liquid petroleum will be installed by the school district or its contracted installer. The maintenance of these lines will be the responsibility of the School District, Department of Maintenance and Plant Operations.
3. All equipment maintenance (with the exception of Emergency Service) will be performed after regular schools hours. The successful bidder shall maintain the external appearance of the tanks to provide a clean, healthy appearance. At the owner's request, tanks will be painted at the successful bidder's expense.
4. Awarded vendor shall purchase all tanks located throughout the District from the existing vendor if applicable or install their own equipment as required during the term of contract.

### **INSTALLATION**

1. All tanks and related equipment should be installed in accordance with NFPA (National Fire Protection Association) pamphlets 54 and 58, city, state, federal, and municipal codes.
2. All tanks must be maintained whether above or below ground.
3. Tank installation at facilities serving, as hurricane shelters shall be installed in-ground and all other tank installations shall be above ground.
4. Vendor shall fill (top-off) all tanks prior to hurricanes, including emergency shelters.
5. Equipment already in place will be allowed to remain as active equipment so long as the new vendor can show a purchase or rental agreement with a previous vendor and owner of the equipment, and the equipment is adequate to service the equipment it supplies.
6. New service should be installed at the vendor's expense, based on agreement with the Building Department / Program Management.
7. To facilitate the maintenance of the area around the tank and provide protection for the tanks, the following installation specifications shall be performed.
  - a. All new/replacement tanks shall be mounted on level 4" thick concrete slab, which extend a minimum of 2' beyond the base of the tank when the tank is centered. Each tank location shall be enclosed by an Aluminum 6' Chain Link Fence/with Gate. The slab and fencing will be installed by the School District.
  - b. Vendor shall provide and install hurricane anchors for all tanks in accordance with ASCE 7-98 wind load requirements at no cost to the District.
8. A list of tank locations and sizes are provided. The School District at its sole discretion reserves the rights to add or delete tanks under this bid. Additionally, the bid is not limited to these sizes. (See attached tank location list)

## **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. **THE JESSICA LUNSFORD ACT:** All individuals who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. Vendor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check, and FBI screening including fingerprinting by the School District's Police Department, at the sole cost of Vendor. The report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Vendor shall not begin providing services contemplated by this Agreement until Vendor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the Vendor who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

13. **DISQUALIFYING CRIMES:** *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 the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.*

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.

14. **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.
15. **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.

16. **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.
17. **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.
18. **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.

19. **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.
20. **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.

21. **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.
22. **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.

## 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 \$1000 daily per vendor (with the exception of travel).

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.

School District M/WBE Supplier Graduation – Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

7. **CONTRACTOR BID REQUIREMENTS:** As part of its bid or proposal, Bidder or Proposer shall provide to the School District a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
8. **CONTRACT DISCLOSURE:** Upon the School District's request, and upon the filing of a complaint against Contractor pursuant to Palm Beach County School Board Policy 6.144, Contractor agrees to provide the School District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the Palm Beach County School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.
9. **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.

10. **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.

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **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.

13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.

20. **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.**
21. **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.
22. **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.
23. **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.
24. **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.

27. **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.**

26. **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.

27. **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.

28. **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.
29. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions or the Instructions to Bidders shall have precedence.

**08C-2A – TANK LOCATIONS**

DEPT.	LOCATION	ACCOUNT NO.	TANK SIZE
2141	ACREAGE PINES EL	4839	1-1000 e gen
0331	ADULT ED CENTER	1805	1-500
3360	ATLANTIC HI/OLD	70413	1-250, 1-300#, 1-500 athletic,1-500 e gen
0862	ATLANTIC HI	63174	4-1000 e gen
0395	A.W. DREYFOOS ARTS HI	57196	2-500 e gen, 1-420 e gen, 1-250
2541	BEACON COVE EL	61611	1-500 e gen
2401	BELLE GLADE EL	66585	1-1000 kit, 1-250 e gen
0531	BELVEDERE EL	65576	1-500 e gen
2751	BENOIST FARMS EL	65414	1-1000 kit, 1-500 e gen
2491	BETHUNE EL	60721	1-500 e gen
2561	BINKS FOREST EL	60389	2-1000
0951	BOCA RATON EL	62325	1-500 e gen
0961	BOCA RATON HI	21913	1-8000 e gen, 1-120 boiler, 2-300# sci
1491	BOCA RATON MD	64844	
2361	BOYNTON BEACH HI	61435	2-1000 e gen
2761	CHOLEE LAKE EL	65296	1-500 kit, 1-500 e gen
1831	CANAL PT/K CUNNINGHAM	66140	1-1000
2071	CITRUS COVE EL	70393	1-500 kitchen,1-500 e gen
0541	CONNISTON MD	10470	1-500, 1-250 e gen
2581	CORAL REEF EL	59523	1-500, 1-500 e gen
1811	CORAL SUNSET EL	98098	1-250
1691	CRESTWOOD MD	67288	1-500 e gen
2731	CROSSPOINTE EL	73735	1-250 e gen
2121	CRYSTAL LAKES EL	21853	1-1000
1941	CYPRESS TRAILS EL	1832	1-500 e gen
1541	DD EISENHOWER EL	1839	1-250
1741	DEL PRADO EL	97043	1-500
2891	DIAMOND VIEW EL	67147	1-1000, 1-500 e gen
2721	DISCOVERY KEY EL	61442	1-1000, 1-500 e gen
2711	DON ESTRIDGE MD	63266	1-500 e gen/underground
2461	EAGLES LANDING MD	58316	2-1000, 1-500 e gen
2101	EGRET LAKE EL	30835	1-250 e gen
3361	ELBRIDGE GALE EL	68917	1-1000 kit, 1-1000 e gen
3341	EQUESTRIAN TRAILS EL	67074	contractor acct.
3341	EQUESTRIAN TRAILS EL	68730	1-1000 kit, 1-1000 e gen
0621	FOREST HILL EL	65350	1-250 e gen
0581	FOREST HILL HI	61013	4-1000, 3-100#
2671	FREEDOM SHORES EL	61768	2-1000, 1-250 e gen
2551	FRONTIER EL	61676	1-1000, 1-500 e gen
2301	GLADES CENTRAL HI	66538	5-1000, 1-1000 e gen
1251	GLADEVIEW EL	66136	2-120, 1-420#
2421	GOLDEN GROVE EL	56079	1-1000, 1-500 e gen
1241	GOVE EL	66133	1-500
0631	GREENACRES EL	65620	1-250 e gen
1421	HAGEN ROAD EL	21902	1-500 e gen

1421	HAGEN ROAD EL	22115	1-500
2081	HAMMOCK POINTE EL	41970	1-1000
2571	HERITAGE EL	60701	1-500 e gen
0011	HIDDEN OAKS EL	63746	3-1000
0671	HIGHLAND EL	1818	1-500 e gen
1761	HL JOHNSON EL	1834	2-1000
2621	INDEPENDENCE MD	65315	1-1000 e gen
2411	INDIAN RIDGE	69389	1-500 sci, 1-500 e gen
1461	INLET GROVE HI	3372	1-500 e gen
1461	INLET GROVE HI	678	1-33#
2701	JEAGA MD	67124	1-250 e gen
1651	JERRY THOMAS EL	61685	1-500
1361	JOHN I LEONARD HI	1840	1-500 e gen
1361	JOHN I LEONARD HI	69144	
0071	JUPITER EL	67054	1-500
2091	JUPITER FARMS EL	2626	1-500 e gen
0081	JUPITER HI	1837	1-1000
0081	JUPITER HI	1838	1-1000, 1-500
1731	JUPITER MD	2603	1-500 e gen
0141	LAKE PARK EL	65409	1-1000 e gen
1232	LAKE SHORE MD/ANNEX TRANS.	66137	1-420#
1232	LAKE SHORE MD/NEW	66842	1-1000, 1-1000 e gen
0691	LAKE WORTH HI	4657	2-420#
0751	LANTANA EL	63070	1-500
0761	LANTANA MD	62858	1-250 e gen
1871	LIBERTY PARK EL	68884	1-1000 kit
1931	LIGHTHOUSE EL	1830	2-500
2031	LIMESTONE CREEK EL	1829	1-500
0211	LINCOLN EL		1-500 e gen
1751	LOGGERS RUN MD	31377	1-500
2241	MANATEE EL	30556	1-1000, 1-250 e gen
1441	MELALEUCA EL	57313	1-1000
1951	MORIKAMI EL	58294	1-500 e gen
2051	NEW HORIZONS EL	2945	1-1000, 1-1000 e gen
0681	NORTH GRADE EL	60792	1-500 e gen
0271	NORTHMORE EL	60718	1-500 e gen
0842	OAK RIDGE ACADEMY	69388	1-500 kit, 1-500 e gen
2601	ODYSSEY MD	61535	1-1000, 1-500, 1-500 e gen, 1-250
2151	OKEEHHEELLEE MD	55930	2-1000, 1-500 e gen
2181	OLYMPIC HEIGHTS HI	97032	2-1000, 1-1000 e gen
2351	ORCHARD VIEW EL	71543	1-250 e gen
2821	OSCEOLA CREEK MD	67481	1-1000 kit, 1-1000 e gen
1011	PAHOKEE EL	66142	1-500
1771	PAHOKEE MD/SR HI	68840	1-420#
2631	PALM BEACH CENTRAL HI	67265	1-3900 e gen, 1-1000, 1-500 boiler, 2-250, 1-120 sci
0651	PALM SPRINGS EL	67822	1-500 e gen
0561	PALMETTO EL	65231	1-500 w gen, 1-500 e gen
0361	PALMVIEW EL	67655	1-500 e gen

2161	PANTHER RUN EL	75427	1-1000
2001	PARK VISTA HI	63175	8-1000
2861	PIERCE HAMMOCK EL	67770	2-1000 kit, 1-1000 e gen
2371	PIONEER PARK EL	66556	1-1000, 1-250 e gen, 1-100#
2591	PLEASANT CITY EL	65389	1-250 e gen
0791	POINCIANA EL	55892	1-325 e gen
2611	POLO PARK MD	60766	1-1000, 1-500 e gen
0311	ROOSEVELT MD	31347	1-250 e gen
1321	ROSENWALD EL	66134	2-500
2741	ROYAL PALM BEACH EL	65154	1-1000, 1-500 e gen
2331	ROYAL PALM BEACH HI	56237	2-1000, 2-500 e gen, 1-250
1611	SANTALUCES HI	29699	2-250/Expo Bldg
1132	SCHOOL OF CHOICE	66143	2-500
0881	SD SPADY EL	21918	1-500 kitchen, 1-500 e gen
3861	SEMINOLE RIDGE HI	68045	8-1000 gym,sci,kit, e gen
2431	SOUTH GRADE EL	59072	1-120 e gen
0572	SOUTH OLIVE EL	67055	1-250 e gen
1571	SOUTH TECH ED	21916	1-250
1571	SOUTH TECH ED	22073	1-1000, 1-1000 e gen
1571	SOUTH TECH ED-FIRE	22113	1-500, 2-100#
0771	STARLIGHT COVE EL	71538	1-1000, 1-250 e gen
0151	SUNCOAST HI	10489	1-1000 e gen
2691	SUNRISE PARK EL	97568	1-500, 1-500 e gen
2781	TRADEWINDS MD	68030	1-1000 kit, 1-1000 e gen, 2-40 sci lab
2811	VILLAGE ACADEMY	61577	1-500 e gen
0031	WATERS EDGE EL	97268	1-1000, 1-250 e gen
1671	WELLINGTON EL	1841	1-500
2191	WELLINGTON HI	1828	5-1000, 1-250, 1-200, 1-100#
1701	WELLINGTON LANDINGS MD	1856	2-1000
3251	WEST BOCA RATON HI	63002	6-1000 generators
3251	WEST BOCA RATON HI	63441	2-1000 kitchen
3251	WEST BOCA RATON HI	63442	1-1000 sci lab
0481	WEST GATE EL	65155	1-500 e gen
1591	WEST TECH ED	66138	1-500, 1-250, 1-200#
2451	WESTERN PINES MD	57648	2-1000, 1-500 e gen
1781	WHISPERING PINES EL	22159	1-1000
1921	WOODLANDS MD	61452	2-1000, 1-500 e gen
2201	WT DWYER HI	4730	1-1000 e gen
1391	WYNNEBROOK EL	1851	1-1000
9509	BUS-EAST	57055	
8537	BUS-ROYAL PALM	10422	1-500
9450	LOGISTICS/SUMMIT BLVD	10342	5-50#
9035	MCKESSON/TEXTBOOKS	383	4-33#
8517	ORANGE & TANGERINE TOWER	69262	1-1000
9070	REGULATORY COMPLIANCE	9878	5-33#
8512	WEST STATION	66139	1-500 e gen,1-120 office
<b>Note: Under the column Tank Size, the # sign next to a tank is represented in pounds. All other tanks are represented in gallons</b>			

**08C- 2A VARIANCES**

**VARIANCES:** State any variances, however slight, to the above specifications. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.

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

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

\_\_\_\_\_  
VENDOR'S SIGNATURE

**This form 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"/>	
<b>District Classifications:</b>	
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



## Questions and Answers

### Question

With regard to the listing of the tanks, can those tanks owned by the School Board be identified as customer owned, as well as those owned by the current supplier. (Submitted: Jun 26, 2007 8:50:10 AM EDT)

### Answer

- I The only tanks that we own are the ones that are buried at the school sites, the tanks that are owned by the current supplier are not the property of the school board. (Answered: Jun 27, 2007 1:45:01 PM EDT)

### Question

How many tanks would the new supplier be required to furnish after award, as opposed to the number of tanks owned. Request actual number required to be installed by awarded bidder (Submitted: Jun 27, 2007 1:49:04 PM EDT)

### Answer

- I There is not a definitive answer to this question because we continue to build and add new schools to the District each year. The bid stipulates that the awarded vendor will be required to buy existing tanks from the previous contractor. See "tank location" document for the number of tanks in the District. (Answered: Jul 3, 2007 3:40:11 PM EDT)

### Question

Please advise actual annual gallons consumed over the last three years (Submitted: Jun 27, 2007 1:50:44 PM EDT)

### Answer

- I 2005 - 212,000 GALLONS CONSUMED
- 2006 - 189,000 GALLONS CONSUMED
- 2007 - 180,000 GALLONS HAVE BEEN CONSUMED THUS FAR THIS YEAR (Answered: Jun 27, 2007 2:11:42 PM EDT)

### Question

Page 7 refers to Additional information, item 3 4" concrete slab and Item 4 Aluminum Chain Link fence and requests pricing for these items. However on page on Page 17 under the paragraph INSTALLATION it states that the School District will install both the slab and the fence. Which is the case. Is pricing required by the bidder for these items (Submitted: Jun 27, 2007 2:21:05 PM EDT)

### Answer

- I Yes, pricing is required. However, the pricing that you submit under additional information is just that "Additional Information", this information WILL NOT be used in the evaluation for award of this bid. (Answered: Jun 28, 2007 11:29:55 AM EDT)

### Question

With regard to paragraph 20, page 21, concernit Subcontracting. How is the name and address of the subcontracting firm submitted with the bid? As an attachment, the proposed subcontractor IS NOT M/WBE. (Submitted: Jun 28, 2007 11:12:00 AM EDT)

### Answer

- I You may submit this information via email (simpsonm@palmbeach.k12.fl.us) or fax (561-963-3823). (Answered: Jun 28, 2007 11:39:14 AM EDT)

### Question

How many aboveground tanks would the supplier be required to install, also sizes of each aboveground tanks that are required (Submitted: Jun 28, 2007 11:59:36 AM EDT)

Answer

- I I cannot give you an exact count on the number of above ground tanks. The number of tanks within the School District and their sizes are located on "Tank Location" document included as part of this bid packet (Answered: Jul 3, 2007 3:11:03 PM EDT)

Question

When does the existing contract with the current L P Gas supplier expire? (Submitted: Jun 28, 2007 1:45:07 PM EDT)

Answer

- I The existing contract expires on August 1, 2007. (Answered: Jun 28, 2007 1:59:51 PM EDT)