

Solicitation 08C-8L

Term Contract Stage and Studio Lighting



School District of Palm Beach County FL

Bid 08C-8L Term Contract Stage and Studio Lighting

Bid Number 08C-8L
Bid Title Term Contract Stage and Studio Lighting

Bid Start Date Sep 21, 2007 2:13:10 PM EDT
Bid End Date Oct 12, 2007 2:00:00 PM EDT

Bid Contact Anne Berry
Purchasing Agent
School District of Palm Beach Co
561-434-8210
berryan@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 single fixed percentage discount prices and establish a Term Contract for the Purchase and Delivery of Stage and Studio Lighting Equipment, to various schools and departments located throughout Palm Beach County, as specified herein, effective upon acceptance by the Board.

DELIVERY: Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

AWARD: In order to meet the needs of the various schools and departments and in the best interest of the School District, awards shall be made to ALL responsive, responsible bidders who submit manufacturer's published prices/distributor's catalogs, offer fixed discounts or mark-up, and comply with specifications, terms, and conditions. Vendors who offer the greatest discount should receive the majority of orders. Bidders are not required to bid on each manufacturer, only those manufacturers from which they wish to supply products to the District.

Bids will be considered from manufacturers authorized dealers who are authorized to sell and service the equipment offered herein, and who maintain on hand a representative stock of the designs of the materials offered. Bids will also be considered from vendors that have a distributor's published catalog and offer a single fixed discount for all the lighting equipment offered.

M/WBE GOAL: The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard,

Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

TERM OF CONTRACT: The term of this contract shall be for three years from the date of award, and may be renewable for two additional one-year periods by mutual agreement between the School District and the awardee. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.

Added on Oct 11, 2007:

ADDENDUM 1:

Now Reads: A. SCOPE: The purpose and intent of this Invitation to Bid is to secure single fixed percentage discount prices and establish a Term Contract for the Purchase and Delivery of Stage and Studio Lighting Equipment, to various schools and departments located throughout Palm Beach County, as specified herein, effective upon acceptance by the Board.

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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. 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.

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This addendum is for information only.

Changes made on Oct 11, 2007 4:47:58 PM EDT

New Documents

08C-8L Addendum 1.pdf

Item Response Form

Item 08C-8L-1-01 - I tem 1- ALTMAN STAGE LIGHTING
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

ALTMAN STAGE LIGHTING – fresnels, ellipsoidals, standard PAR fixtures, scoops, quartz follow spots, border lights, eye lights, standard video lighting, film and television studio lighting, high intensity discharge follow spots, replacement parts, 3-pin connectors installed.

Item 08C-8L-1-02 - I tem 2 - APOLLO DESIGN TECHNOLOGY
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

Item 08C-8L-1-03 - I tem 3 - ARRI LIGHTING
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

Item 08C-8L-1-04 - I tem 4 - BALCAR STUDIO FLUORESCENT LIGHTING
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire line.

Item 08C-8L-1-05 - I tem 5 - BOGEN STUDIO EQUIPMENT
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire line.

Item 08C-8L-1-06 - I tem 6 - CAM-LOK POWER DISTRIBUTION PRODUCTS
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire line.

Item 08C-8L-1-07 - I tem 7 - CCT STAGE LIGHTING
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire line.

Item 08C-8L-1-08 - I tem 8 - COLORTRAN
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire line.

COLORTRAN – cyclorama, TV studio lighting, stage lighting.

Item 08C-8L-1-09 - Item 9 - DESISTI LIGHTING PRODUCTS
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

Item 08C-8L-1-10 - Item 10 - ELECTRONIC THEATER CONTROLS (ETC)
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

ELECTRONIC THEATER CONTROLS (ETC) –published dimming, control and lighting products (Non POA items), published dimming control and lighting products (POA items).

Item 08C-8L-1-11 - Item 11 - LEE FILTERS
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

Item 08C-8L-1-12 - Item 12 - LEMAITRE
 Quantity 1 single fixed discount
 Percentage
 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

Single fixed discount off list price for entire line.

LEMAITRE – fog machines, fog fluid.

Item 08C-8L-1-13 - I tem 13 - LIGHTING & ELECTRONICS (LNE)
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

LIGHTING & ELECTRONICS (LNE) – fresnel, leko, cyc lights.

Item 08C-8L-1-14 - I tem 14 - LOWELL
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

LOWELL – TV studio lighting, photo lighting.

Item 08C-8L-1-15 - I tem 15 - LYCIAN STAGE LIGHTING
 Quantity 1 single fixed discount
 Percentage
 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
 Single fixed discount off list price for entire line.

LYCIAN STAGE LIGHTING – quartz follow spots and high intensity discharge follow spots.

Item 08C-8L-1-16 - I tem 16 - MATTHEWS STUDIO EQUIPMENT
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire line.

Item 08C-8L-1-17 - Item 17 - MOLE RICHARDSON
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire line.

MOLE RICHARDSON – lighting and grip equipment and power distribution equipment.

Item 08C-8L-1-18 - Item 18 - CATALOG
 Quantity 1 single fixed discount
 Percentage
 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
Single fixed discount off list price for entire catalog.

CATALOG – distributor's published catalog may be submitted with this bid, or within three days upon request. In addition, catalog shall be mailed to the schools upon request at no cost. Catalog may be updated only once a year.

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813
(561) 434-8216 - Main Phone
(561) 963-3823 - Fax**

October 11, 2007

ADDENDUM NO.: 1

INVITATION TO BID NO.: 08C-8L

TITLE: Term Contract for the Purchase and Delivery of Stage and Studio Lighting Equipment

RETURN DATE: October 12, 2007, 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

Special Conditions

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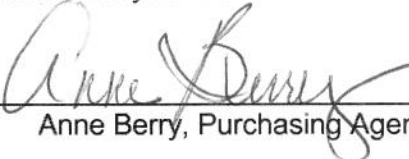
INVITATION TO BID NO.: 08C-8LADDENDUM #1

Page 2

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This addendum is for information only and need not be returned with your Bid.



Anne Berry, Purchasing Agent



Genell McMann, Purchasing Manager

<p>SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT 3300 Forest Hill Boulevard, Suite A-323 West Palm Beach, FL 33406-5813</p>	
<p>INVITATION TO BID Bidder Acknowledgement</p>	
Vendor Name:	<input style="width: 80%;" type="text"/>
Vendor Mailing Address:	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
Area Code / Telephone Number:	<input style="width: 80%;" type="text"/>
Toll-Free Telephone Number:	<input style="width: 80%;" type="text"/>
Fax Number:	<input style="width: 80%;" type="text"/>
Vendor E-Mail Address:	<input style="width: 80%;" type="text"/>
Vendor Web Address	<input style="width: 95%;" type="text"/>
FEID No. or SS #:	<input style="width: 80%;" type="text"/>
Terms: <input style="width: 50%;" type="text"/>	Delivery <input style="width: 10%;" type="text"/> calendar days after receipt of order:
<p>ANTI-COLLUSION</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: 80%;" type="text"/></p> <p>Name of Company Representative Submitting Bid Representative Submitting Bid</p>	
<p><input style="width: 80%;" type="text"/></p> <p>Title of Company</p>	
<p><input style="width: 80%;" type="text"/></p> <p>Date</p>	

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

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-8L - SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure single fixed percentage discount prices and establish a **Term Contract for the Purchase and Delivery of Stage and Studio Lighting Equipment**, to various schools and departments located throughout Palm Beach County, as specified herein, effective upon acceptance by the Board.
- B. **DELIVERY:** Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.
- C. **AWARD:** In order to meet the needs of the various schools and departments and in the best interest of the School District, awards shall be made to ALL responsive, responsible bidders who submit manufacturer's published prices/distributor's catalogs, offer fixed discounts or mark-up, and comply with specifications, terms, and conditions. Vendors who offer the greatest discount should receive the majority of orders. Bidders are not required to bid on each manufacturer, only those manufacturers from which they wish to supply products to the District.

Bids will be considered from manufacturers authorized dealers who are authorized to sell and service the equipment offered herein, and who maintain on hand a representative stock of the designs of the materials offered. Bids will also be considered from vendors that have a distributor's published catalog and offer a single fixed discount for all the lighting equipment offered.

- D. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- E. **TERM OF CONTRACT:** The term of this contract shall be for three years from the date of award, and may be renewable for two additional one-year periods by mutual agreement between the School District and the awardee. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.
- F. **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: Anne Berry, 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 \$1,000,000.00 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 \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the 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.

- G. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be directed to RFP Depot at www.rfpdepot.com, bid # 08C-08L, Term Contract for Stage and Screen Lighting Equipment, contact Anne Berry, 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 Ms. Berry 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.

- H. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- I. **DISCOUNTS:** The single fixed percentage discount quoted by the bidder must apply to the manufacturer's suggested retail price list or cost sheet, catalog and/or educational price list of all items. The percentage discount offered on the bid will be deducted from the manufacturer's suggested retail price list or cost sheet, catalog and/or educational price list, for that item. However, successful bidders may always offer the District an additional educational discount at any time, and invoice the District at a greater discount than their bid discount. Published catalog may be updated only once a year.
- J. **BALANCE OF LINE:** The "balance of line" shall include new product and upgraded catalogs. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendors as they occur. The manufacturer's suggested retail price list or cost sheet, catalog, and/or educational price list shall be current at all times. Updated prices will not go into effect until prices are received and date stamped at Purchasing.
- K. **SERVICE:** Bid will be considered only from manufacturers whose authorized distributors or dealers are normally engaged in the sale and distribution of the materials offered herein, and who maintain on hand a representative stock of the designs of the material offered. Bidder must have adequate organization facilities, equipment, and personnel to ensure prompt and efficient service to the District.

The following minimum service requirements shall be included as part of any contract award:

1. Parts shall be available in sufficient quantities to keep equipment purchased under this contract in operational condition for a minimum of five years after equipment acceptance. Subsequent to any warranty periods under this contract and during the five years, all required parts shall be received by the school/department within a maximum of thirty (30) days after receipt of order.
2. Bidder shall have a local facility capable of making required on-site warranty repairs. Such facility shall be stocked with necessary parts to make routine repairs without unnecessary delay.
3. Awarded vendors shall be required to repair all equipment under warranty within 72 hours of notification. If equipment cannot be repaired within 72 hours, a loaner must be provided by the awarded vendor(s) at no cost to the Board.
4. A complete list of authorized service facilities, including mailing addresses, telephone numbers, and email addresses shall be submitted as part of the bid response, or within three (3) days of notification.
5. The District reserves the right to disqualify a bidder at any time if the facility does not meet minimum service requirements set forth in this bid.

- L. **INSTALLATION:** Installation will be an option for each item in this bid. Bidder must indicate in Vendor Notes in the Item Response Form Section of this bid if installation is offered. Bidder shall furnish all labor, materials and equipment necessary to install any of the manufacturer's products offered in this bid. Installation shall include but not limited to the following:

1. Vendor shall deliver and place equipment at the required destination.
2. Vendor shall unpack boxes and remove and dispose of all packaging materials.
3. Vendor shall install equipment (furnish all labor, materials and equipment necessary to install equipment.)
4. After installation, vendor shall test equipment for any defects and verify working conditions.
5. Vendor shall demonstrate operation, care and maintenance of the new equipment.

Price shall be on an hourly basis to be indicated in the Item Response Form Section of this bid. Prior to commencement of work, vendor must submit a written estimate. Estimates must indicate equipment make and model, serial number, description of work, number of hours to perform work requested and total cost. Work may not commence until such time that the estimate is approved and purchase order issued. Invoices for unapproved changes are subject to non-payment.

The District may from time to time require this service. Installers will need to meet with the end user or designated person at the school/department/center to discuss and demonstrate the operation, care and maintenance of the equipment.

- M. **PRICE ADJUSTMENT:** The discount percentage, terms and conditions contained in the bid are to remain firm throughout the contract period. If, during the contract period, the bidder issued replacements to the catalog(s)/price list(s) submitted with the bid, such replacements are to be forwarded to the District Purchasing Department no less than **seven days prior** to the effective date of the same, along with a written request for acceptance, referencing the bid number and stating the effective date of such change. Bidder must deliver copies of the replacement catalogs/price list with new prices to the District's Purchasing Department at no cost to the District when authorized to do so.
- N. **PRICE REDUCTIONS:** If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District.
- O. **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.
- P. **CERTIFICATION:** Bidder must have manufacturer certification that bidder is an authorized dealer to sell and service that manufacturer's product. Proof from the manufacturer, on manufacturer's letter head, dated within thirty (30) days of bid opening date and signed by a company officer, that bidder is an authorized dealer must be returned with bid at time of bid opening or within three days after request. Failure to comply shall result in rejection of bid. A separate document shall be completed by each manufacturer whose product is offered by the bidder.

Vendor shall be responsible of keeping the manufacturer's price list up-to-date. Prices will not change until the price list is date-stamped in the purchasing department.

- Q. **WARRANTY:** Items bid by the successful vendor in accordance with the specifications herein shall be guaranteed to be free from defects in workmanship and/or materials for a period of one year. The successful vendor further agrees to repair and/or replace any and all items that may become defective during the warranty period at no additional cost to the School District. This includes cost of freight pick-up and delivery.
- R. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted in the Purchasing Department for review by interested parties at the Purchasing Department Reception Center, 3300 Forest Hill Boulevard, Lobby Area, West Palm Beach, FL, on **October 18, 2002, 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 proposers 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. 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.

08C-8L - ADDITIONAL INFORMATION DOCUMENT

VENDOR NAME: <input type="text"/>		
Bidder offers installation of products bid?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Warranty. If installation is required, vendor shall guarantee entire installation and equipment. Vendor shall repair and/or replace at no cost to the District, any defects or malfunctions noted during the warranty period.		
A. Installation of the above discounted equipment may be provided by the vendor. Lead time shall be specified by the vendor at the time the order is quoted.	Labor \$ <input type="text"/> per hour	
B. Special installation of the above discounted equipment may be provided by the vendor when a licensed electrical contractor is needed. In addition, vendor may have to provide blueprints and/or may have to install special wiring conduits, etc. Proof of license shall be submitted prior to commencement of work. Installation shall be coordinated with the Building Department.		
C. For accessories not covered under these manufacturers, for general hardware like cable connectors, castor kits, etc. Dealer will provide proof of cost plus a mark-up of <input type="text"/> %		
<p>All installation shall also include off-loading items to interim locations as directed by authorized person or their designee. Items shall be unpacked from all cartons, boxes, etc., assembled, set in place, prepared and readied for use. Vendor will remove all trash and debris to the satisfaction of using location, from the property of the School District. <u>During the installation, the installer must sign at the school office each day showing time in and out.</u></p> <p>The School District shall not be responsible for storing any equipment or installation equipment prior to installation. Vendor shall visit the job site within one week of request to provide a written quote for labor cost.</p> <p>Unsatisfactory work shall be addressed by the vendor within 24 hours of notification by the School District. Repair and/or replacement shall be coordinated with the Department of Facility Management within thirty (30) days.</p> <p>All awarded bid vendors must have to comply with the insurance requirements to any installation done. If insurance is not current in the Purchasing Department at the time of ordering, another awarded vendor will receive the purchase order.</p> <p>Dimmer boards. The District reserves the right to accept proposals by awarded vendors, as determined by the need of the Building Department.</p>		

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08C-8L - EARLY PAYMENT TERMS

Per Special Conditions " O "

VENDOR NAME: <input style="width: 300px; height: 20px;" type="text"/>
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If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here • .

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
<input type="checkbox"/> 0.5% 10 net 30 *
<input type="checkbox"/> 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

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:

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
<http://www.palmbeach.k12.fl.us/mwbe>

Are you a minority vendor certified by: (Check if appropriate)

Palm Beach County School District

State of Florida

If yes, expiration date

Minority Classification

District Classifications:

2-Black

3-Hispanic

4-Indian/Alaska

5-Asian

6-Women

7-Disabled

8-Other

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm (s), please list the vendors and the estimated dollar value below:

Vendor	Estimated Dollar Value
	\$
	\$
	\$

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):*

- | | | |
|---|--|---------------------------------|
| COLUMN 1 | COLUMN 2 | COLUMN 3 |
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander | | <input type="checkbox"/> Male |
| <input type="checkbox"/> Black, Non-Hispanic | | |
| <input type="checkbox"/> Hispanic | | |
| <input type="checkbox"/> Multiracial | | |
| <input type="checkbox"/> 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
 PBSB 1525 (RE. 10/18/2001) ORIGINAL - Purchasing Department

Questions and Answers

Question

On the instructions to bidder, there are requirements to submit manufactures price lists and certification of being authorized to sell the manufactures products. I don't see where it is possible to submit electronically. Will you issue a notice to comply after the award or is it possible to submit on-line with the bid...? (Submitted: Oct 9, 2007 4:15:30 PM EDT)

Answer

- I Please clarify as to what section and/or numbered paragraph you are referring to. (Answered: Oct 11, 2007 2:43:52 PM EDT)
- I You may upload with your bid (no zip files) OR you may submit within 3 days of request. For assistance, contact RFP Depot to upload large documents. (Answered: Oct 11, 2007 4:04:01 PM EDT)