

## School District of Palm Beach County FL



### Solicitation No. 10C-006D

#### Invitation to Negotiate for Court Reporting

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**RESPONSES ARE DUE PRIOR TO:**

**Nov 4, 2009 2:00:00 PM EST**

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

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The School District of Palm Beach County is an  
Equal Education Opportunity Provider and Employer.  
[http://www.palmbeach.k12.fl.us/Bids/purch/info/equity\\_coordinators.pdf](http://www.palmbeach.k12.fl.us/Bids/purch/info/equity_coordinators.pdf)

## Bid 10C-006D Invitation to Negotiate for Court Reporting

Bid Number	10C-006D
Bid Title	Invitation to Negotiate for Court Reporting
Bid Start Date	Oct 7, 2009 2:15:59 PM EDT
Bid End Date	Nov 4, 2009 2:00:00 PM EST
Question & Answer End Date	Oct 26, 2009 5:00:00 PM EDT
Bid Contact	Morris Simpson Purchasing Agent Purchasing 561-434-8172 simpsonm@palmbeach.k12.fl.us
Contract Duration	3 years
Contract Renewal	2 annual renewals
Prices Good for	See Term of Contract
Standard Disclaimer	All responses must be submitted electronically on <a href="http://www.Bidsync.com">www.Bidsync.com</a> by registering with Bidsync
Bid Comments	*THIS IS A NO FEE ITN.

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Changes made on Oct 8, 2009 8:18:46 AM EDT

New Documents      SAMPLE CONTRACT.docx

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Changes made on Nov 2, 2009 6:13:24 PM EST

New Documents      ITN - ITN Required Response Form.doc

Removed Documents    Form - ITN Required Response Form

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### Item Response Form

Item	10C-006D-1-01 - Invitation to Negotiate for Court Reporting
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	School District of Palm Beach County FI <u>No Location Specified</u>
Qty	Qty 1

Description  
Upload your proposal using the Attachment option (Upload Attachment)

Complete pricing on Grouped line items below. These lines will be electronically sealed and only opened at the appropriate time.

Please call BidSync support 1.800.990.9339 ext 1, for assistance.

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Item 10C-006D-1-02 - Sealed Pricing  
Quantity 1 each  
Prices are not requested for this item.  
Delivery Location School District of Palm Beach County FI  
No Location Specified  
Qty 1

Description

Submit sealed pricing using the 10C-006D ITN Court Reporting Pricing Document. Download the form from BidSync.com. Complete and submit a hard copy prior to ITN opening on November 4, 2009 at 2:00 PM. Clearly label the envelope "10C-006D Court Reporting Pricing Document" with company name and seal the closure with tape. Download, complete and submit a hard copy prior to ITN opening on November 4, 2009 at 2:00PM to:

School District of Palm Beach County  
Purchasing Department  
Attention: Morris Simpson  
3300 Forest Hill Blvd  
West Palm Beach, FL 33406

The Proposal must be uploaded through BidSync, hard copies of your proposal will not be accepted.

# SCHOOL DISTRICT OF PALM BEACH COUNTY

## PURCHASING DEPARTMENT

### INVITATION TO NEGOTIATE (ITN)

#### REQUIRED RESPONSE FORM

#### Anti-Collusion Statement / Public Domain

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

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

#### Information Package Certification

I hereby certify that I am submitting the following information as my company's information package. Information package must be signed by an officer or employee having authority to legally bind the responder.

RESPONDER (firm name):

STREET ADDRESS:

CITY & STATE:

PRINT NAME OF AUTHORIZED REPRESENTATIVE:

TITLE:  DATE:

CONTACT PERSON:

CONTACT PERSON'S ADDRESS:

TELEPHONE:  FAX:  TOLL FREE:

E-MAIL ADDRESS:

INTERNET WEB ADDRESS:

RESPONDER TAXPAYER IDENTIFICATION NUMBER:

**SCHOOL BOARD OF PALM BEACH COUNTY  
INVITATION TO NEGOTIATE FOR COURT REPORTING SERVICES  
10C-006D**

**1.0 INTRODUCTION**

- 1.1 This is an Invitation to Negotiate (ITN) for **COURT REPORTING SERVICES** for the School Board of Palm Beach County, Florida (the Board), the governing body of the School Board of Palm Beach County, Florida (the District).
- 1.2 Multiple contracts may be negotiated as a result of this ITN to create a pool of qualified firms to provide services described in this ITN. The Board will request services as needed during the term of the contract. The Board reserves the right to negotiate with the number of vendors it deems necessary for it to receive the best value.
- 1.3 The Board has determined that the use of an Invitation to Bid or a Request for Proposal will not result in the best value to the District. Therefore, it is using this Invitation to Negotiate, which will allow the Board to select the most qualified firm(s) and negotiate the price along with other issues, as needed resulting in the best value for this service.
- 1.4 Document files may be examined, during normal working hours, ten days after information packages have been opened.

**2.0 INSTRUCTIONS TO RESPONDER(S)**

- 2.1 All information packages should be received no later than 2:00 PM, on November 4, 2009. All information packages must be transmitted electronically to BidSync at [www.bidsync.com](http://www.bidsync.com)
- 2.2 BidSync will not allow Proposals to be submitted after the closing date and time. Hard copy proposals will not be accepted.
- 2.3 All proposals must be signed electronically by an officer or employee having authority to legally bind the Responder(s).
- 2.4 Information packages not conforming to the instructions provided herein will be subject to disqualification at the sole option of the Board.

### 3.0 **TIME SCHEDULE**

The District will attempt to use the following time schedule which will result in selection of a responder(s).

October 26, 2009	Deadline for submission of question on Bidsync at 5:00 PM
November 4, 2009	Proposals due no later than 2:00 PM EST.
November 9, 2009	*Evaluation Committee Meeting
November 11, 2009	*Oral Presentations (If needed)
November 18, 2009	Negotiations
December 16, 2009	*Recommend negotiated contract(s) to the Board for approval.

\*This is an open, public meeting.

### 4.0 **AWARD**

- 4.1 The Board reserves the right to accept or reject any and all responses.
- 4.2 The Board reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all information packages.
- 4.3 The Board reserves the right, before negotiating the contract, to require responder(s) to submit evidence of qualifications or any other information the Board may deem necessary.
- 4.4 The Board, through its designee(s), reserves the right, prior to Board approval, to cancel the ITN or portions thereof, without penalty.
- 4.5 The Board, through its designee(s), will negotiate with, the highest ranked firm(s) in order to secure the qualified vendor(s) to provide the service described herein.

### 5.0 **TERM OF CONTRACT / RENEWAL**

- 5.1 The term of the contract shall be for three (3) years from 12/30/09 to 12/29/12, and may, by mutual agreement between the Board and the awarded responder(s), be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awarded responder(s) prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awarded responder(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of the contract. The awarded responder(s) agrees to this condition by signing its information package.

### 6.0 **ITN INQUIRIES**

- 6.1 Any questions concerning conditions and specifications should be submitted on BidSync no later than 5:00 p.m. EST, October 26, 2009. Questions received in writing by the time and date specified will be answered on BidSync. Morris Simpson is authorized only to direct the attention of prospective responder(s) to various portions of the ITN so that they may read and interpret such for themselves. Neither Morris Simpson nor any employee of the District is authorized to interpret any portion of this

ITN or give information as to the requirements of the ITN in addition to that contained in the written documents.

- 6.2 If necessary, an addendum will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of information package documents.
- 6.3 Copies of the addendum will be made available for inspection at the District's Purchasing Department where information package documents will be kept on file.
- 6.4 No verbal or written information which is obtained other than by information in this document or by addendum to this ITN will be binding on the Board.

## **7.0 BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT**

- 7.1 The Board is requesting the Beneficial Interest and Disclosure of Ownership Affidavit ("Affidavit") to include a list of every "person" (as defined in [Section 1.01\(3\)](#), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the responding entity. The Affidavit must be returned to the Purchasing Department with the response to the ITN or within three days of request. To submit this document, you must print, complete, notarized and re-uploaded it to BidSync. This form is located at the end of this document.

## **8.0 LOBBYING**

- 8.1 Responders are hereby advised that lobbying is not permitted with any District Personnel or Board Members related to or involved with this ITN. All Oral or Written inquiries must be directed through the Purchasing Department.
- 8.2 Lobbying is defined as any action by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other persons who seek to influence the governmental decision of a Board Member or District Personnel after advertisement of the ITN.
- 8.3 Any Responder(s) or any individuals that lobby on behalf of Responder(s) during the time specified will result in non-consideration for negotiations.

## **9.0 SCOPE OF SERVICES**

- 9.1 Experience and Qualifications of the Firm
  - 9.1.1 The School Board Palm Beach County wishes to contract with firms to provide court reporting services. At a minimum, the firm must have:
    - 5-7 years of experience in court reporting services
    - Minimum of **five court reporters contracted or employed** with the firm
    - The ability to provide a court reporter within 1 hour of notification by telephone to accomplish the following:
      - a) attend depositions, hearings and trials
      - b) respond to telephone calls and specific inquiries

c) attend attorney client sessions.

9.1.2 Provide specific information regarding the length of time the firm has been in business, experience of individual court reporters employed by the firm and specific information regarding experience your firm has had in complex litigation and administrative matters. Include the names, firms and phone numbers of counsel of record for the last five (5) contested matters handled.

- Outline how your firm will be able to respond in one (1) hour for various duties.
- Provide an equipment list utilized by your firm.

9.2 Qualifications of Staff: Provide the names of the key personnel who will be assigned to the District account, including their resumes and expand on their experience in the areas of supporting other governmental agencies, contested, litigated and or administrative matters.

9.2.1 Replacement of Firm's Staff: Replacement personnel must have credentials equivalent, at minimum to the individuals whom they replace. Resumes of replacement personnel are to be submitted to the District Chief Counsel for review and approval prior to performing work on the District account.

9.3 Video Reporting: The selected firms must have the ability to conduct video reporting either in-house or through a sub-contractor. This is the only portion of the contracted services that can be sub-contracted out.

9.4 Termination: In the event the contract is terminated for convenience or cause, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared for the District by the affected firm(s) or the firm(s)' subcontractor or agent under the contract shall be made immediately available to the District designee requesting such documents, data, studies, correspondence, reports or other products.

9.4.1 Notwithstanding the above, the affected firm(s) shall not be relieved of liability to the District for damages sustained by the District by virtue of any termination of the contract. In the event this contract is terminated, the firm(s) shall be reimbursed for services satisfactorily completed subject to any such damages.

9.4.2 If, in the judgment of the Board, any of the selected firm(s) for any reason fails to fulfill in a timely manner all obligations under this contract, or if the firm(s) should violate any of the covenants, agreements or stipulations of the contract, the District shall have the right to terminate this contract by giving at least five days written notice by registered mail to the affected firm(s) of such termination and by specifying the effective date.

9.4.3 The selected firm(s) will be considered in violation of the contract if a court reporter fails to appear, fails to provide accurate transcripts, or fails to provide transcripts in the agree upon time frame. The failure to comply with the terms of the contract may result in any of the following:

- Reduction in amount owed for appearance fee and transcript for specific

- proceeding by an amount up to 100%
- No additional work to the awarded firm(s) until transcript is provided
- Termination of contract.

- 9.5 Submit sealed pricing using the 10C-006D ITN Court Reporting Pricing Document. Download the form from BidSync.com. Complete and submit a hard copy prior to ITN opening on November 4, 2009 at 2:00 PM. Clearly label the envelope "10C-006D Court Reporting Pricing Document" with company name and seal the closure with tape.

Complete and submit a hard copy prior to ITN opening on November 4, 2009 at 2:00 PM to:

School District of Palm Beach County  
Purchasing Department  
Attention: Morris Simpson  
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**The Proposal must be uploaded through BidSync, hard copies of your proposal will not be accepted.**

## **10.0 EVALUATION COMMITTEE MEETINGS**

- 10.1 As stated in Section 3.1 and Section 14.2, an Evaluation Committee will be convened to review and evaluate responsive information packages, for the purposes of making a decision as to which firm(s) with which to negotiate. Per [Section 286.011](#), F.S., the Evaluation Committee Meeting is an open public meeting. Notification of the Evaluation Committee Meeting will be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

## **11.0 PREPARATION AND SUBMISSION**

- 11.1 Please note that BidSync will not allow a proposal to be submitted until all attachments have been reviewed (some requiring completion) on [www.bidsync.com](http://www.bidsync.com).
- 11.2 In order to maintain comparability and enhance the review process, it is requested that information packages be organized in the manner specified below. Please upload your information package in one Document. Do not embed documents or links within your response. Add any attachments to the end of the document. The upload process to BidSync converts your document into PDF format rendering all embedded links useless. Include all responses to the questions in your information. **It is required that your information be uploaded to BidSync except for the Pricing Document hard copy that must be delivered to the Purchasing Office, see 9.5. Please contact BidSync at 800-990-9339 if you require assistance with document upload.**
- 11.3 Title Page: Show the date, ITN number, subject, and the responder's name, address, telephone number, and email address.

- 11.4 Table of Contents: Include a clear identification of the material by section and by page number.
- 11.5 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the responder(s) and their titles, addresses and telephone numbers.
- 11.6 Invitation to Negotiate: Required Response Form with all required information completed and all signatures as specified.
- 11.7 Experience and Qualifications of the Firm: State the experience your firm has had in the last three years with clients the size of the School District.
- 11.8 Qualifications of Staff: Give the names of individuals who will be assigned to the contract and include their resumes and expand on their experience in the area they will be serving.
- 11.9 Cost of Services: Submit pricing as per Special Condition 9.5. The sealed pricing will only be opened after the Evaluation Committee has made their recommendation based on the criteria outlined in Special Condition 13.
- 11.10 Minority/Women Business Participation: Responder(s) are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the ITN. Responder(s) shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Responder(s) that are District, or State of Florida Office of Supplier Diversity, or its successors certified minority, or women, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Responder(s) that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points.

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

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

- 11.11 Insurance: Provide proof of responder's insurance as required in Section 19.0 of this ITN or submit a letter of responder's intention to have the required insurance within ten days of notification of award by the District.

## **12.0 INFORMATION PACKAGE EVALUATION PROCESS:**

- 12.1 ITNs are received and publicly opened. Only names of responders will be read at this time.
- 12.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all information packages submitted.

- 12.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 15.0.
- 12.4 The Evaluation Committee reserves the right to interview any or all responder(s) and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written information package received.
- 12.5 The Evaluation Committee will evaluate and rank responsive replies against all evaluation criteria and shall select, based on the ranking, the vendor(s) with which to commence negotiations. The Evaluation Committee or its designees shall negotiate and recommend award of the contract to the responsible and responsive firm(s) that will provide the best value to the District.
- 12.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools for the School District of Palm Beach County, Florida.
- 12.7 The Superintendent will recommend to the Board the award of any contract resulting from this ITN.

**13.0 EVALUATION CRITERIA**

The Evaluation Committee shall rank all information packages received that meet the submittal requirements. The following factors will be considered in ranking the information packages received:

	<b><u>MAXIMUM POINTS</u></b>
A. <b><u>Experience and Qualifications of the Responder</u></b>	45
B. <b><u>Qualifications of Responder’s Staff</u></b>	45
C. <b><u>Minority/Women Business Participation</u></b>	10
Total	100

**14.0 ANTI-DISCRIMINATION**

- 14.1 The Responder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
- 14.2 The Responder shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Responder shall provide equal opportunity for sub-contractors to participate in all of its

public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Responder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

## **15.0 LEGAL REQUIREMENTS**

- 15.1 It shall be the responsibility of the responder(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policies that in any manner affect the items covered herein. Specifically, responder(s) is to adhere to School Board Policies [3.12](#) and [3.13](#), with respect to any criminal arrests and convictions, and is on notice that any employee failing employee screenings under Chapter [435](#), F.S., is precluded from providing services to the District. The responder(s)' failure to comply with this provision may result in the immediate termination of the awarded responder's contract at the sole discretion of the District. Lack of knowledge by the responder(s) will in no way constitute cause for relief from responsibility.

## **16.0 CONFLICT OF INTEREST**

- 16.1 All responders must disclose the name of any officer, director, or agent who is also an employee of the District. All responders must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder(s)' business or any of its branches.

## **17.0 INSURANCE REQUIREMENTS**

- 17.1 Proof of insurance must be furnished by the awarded responder(s) to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the District.
- 17.2 Original Certificates of Insurance meeting the specific required provision specified within this ITN shall be forwarded to the Palm Beach County School District'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.
- 17.3 Thirty days written notice must be provided to the District via certified mail in the event of cancellation of insurance. The notice of cancellation must be sent to the Purchasing Department.
- 17.4 The awarded responder(s) shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts for an amount of \$500,000 or more, the actual INSURANCE POLICY must be included with the Certificate of Insurance.

- A. **WORKERS' COMPENSATION:** Awarded responder(s) must comply with Chapter 440, F.S., Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded responder(s) shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded responder(s) 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 awarded responder(s) does not own any vehicles, the District will accept hired and non-owned coverage in the amounts listed above. In addition, the District will require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event, the company acquires any vehicles throughout the term of the contract, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

## **18.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- 18.1 Awarded responder(s) shall, in addition to any other obligation to indemnify the Board, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded responder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the awarded contractor or any subcontractor or other party performing the work.

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

18.3 This article will survive the termination of the contract.

## **19.0 PUBLIC RECORDS LAW**

19.1 All documents or other materials submitted by the responder(s) in response to this ITN will be open for inspection by any person in accord with Chapter [119](#), F.S. The Board may terminate any contract with a responder if the responder refused to allow public access to documents made or received from the Board unless such documents are exempt from public records disclosure.

## **20.0 PERMITS AND LICENSES**

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

## **21.0 INTELLECTUAL PROPERTY RIGHTS**

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

This article will survive the termination of any contract with the Board.

## **22.0 COST INCURRED IN RESPONDING**

22.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the responder(s).

**23.0 SUB-CONTRACTS**

- 23.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-contractor(s) and the Board.
- 23.2 The responder(s) will be fully responsible to the Board for the acts and omissions of the sub-contractor(s) and their employees.
- 23.3 After award of contract, any changes in subcontractors requires prior District written approval.

**24.0 INDULGENCE**

- 24.1 Indulgence by the District on any non-compliance by the responder(s) does not constitute a waiver of any rights under this ITN.

**25.0 JOINT PROPOSAL**

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

**26.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

- 26.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime responder(s), and sub-contractor(s) in contracting opportunities.
- 26.2 In order to receive evaluation credit for M/WBE participants, the responder(s) or firm(s) to be utilized by the responder(s) must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this ITN. ALL RESPONDER(S)

MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). See Attachment.

- 26.3 Inquiries regarding listings of District and State Certified Minority and Woman owned business enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority or woman will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – See Attachment. This form must be submitted with all requests for payment.
- 26.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 26.5 The District only recognizes as acceptable for certification as minority/woman business enterprises those persons, firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the Palm Beach County School District's Office of Diversity in Business Practices. Any pending application with the Palm Beach County School District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 26.6 The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors and/or consultants.
- 26.7 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.

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

**27.0 THE JESSICA LUNSFORD ACT**

- 27.1 All contractors who are permitted access on school grounds when students are present, individuals who may have direct contact with children or any student of the 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 and is issued School District badges. Compliance requiring all vendors to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Vendor (or discontinuation of Vendor's services) on the basis of these compliance obligations. Vendor agrees that neither the Vendor, nor any employee, agent or representative of the Vendor who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract. As part of its response to ITN, the responder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against the responder in a legal or administrative proceeding alleging that responder 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.

**28.0 CONTRACT DISCLOSURE**

- 28.1 Upon the District's request, and upon the filing of a complaint against the responder pursuant to Board Policy [6.144](#), responder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that responder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Board Policy [6.143](#), including the total dollar amount paid by responder for each subcontract or supply contract. Responder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Responder 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.

**29.0 DISQUALIFYING CRIMES**

- 29.1 The responder certifies by submission of this ITN, 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, responder certifies that it has divulged, in its response to this ITN, information regarding any of these actions or proposed actions with other governmental agencies.

- 29.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to ITN on a contract to provide any goods or services to a public entity, may not submit a response to ITN on a contract with a public entity for the construction or repair of a public building or public work, may not submit a response to ITNs 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, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 29.3 The awarded responder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded responder must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the awarded responder to comply as a breach of contract and immediately terminate the services of the awarded responder.

### **30.0 USE OF OTHER CONTRACTS**

- 30.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative ITN agreement, or to directly negotiate/purchase per School Board policy and/or Florida Department of Education Rule [6A-1.012](#)(6) in lieu of any offer received or award made as a result of this ITN, if it is in the best interest to do so. The District also reserves the right to separately solicit any single order or to purchase any item on this ITN if it is in its best interest to do so.

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

- 31.1 The responder(s) shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.
- 31.2 The responder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

### **32.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 32.1 Possession of firearms will not be tolerated in or near school buildings; nor will violations of federal and state laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 15.1.
- 32.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an

explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

32.3 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on 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 Board shall be terminated.

32.4 Responder(s) are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with Section 435.04, F.S. will enter onto any school site.

### **33.0 AGREEMENT**

33.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this ITN. The information package, all attachments, any addendum released, negotiated, and the corresponding purchase order will constitute the complete agreement between responder(s) and the Board. Should there be any conflict between the terms of the ITN, response to the ITN, and the terms of the contract, the terms of the contract shall be final and binding and the ITN shall control where in conflict with the information package, and not addressed in the contract.

### **34.0 POSTING OF ITN RECOMMENDATION/TABULATIONS**

34.1 ITN recommendations and tabulations will be sent electronically to all responding parties.

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

34.3 Any person who files an action protesting an ITN specification, a decision or intended decision pertaining to this ITN pursuant to Section [120.57](#)(3)(b), F.S. 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 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate

court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the 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.

SAMPLE CONTRACT

**CONTRACT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

**AND**

\_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as the "Contractor") to provide \_\_\_\_\_.

**SECTION I - Term of Contract**

This contract shall be for the period beginning \_\_\_\_\_, 200\_ through \_\_\_\_\_, 200\_. The contract may be renewed for \_\_\_\_\_ additional one-year periods at the annual anniversary date. The contract will not extend beyond the \_\_\_\_\_ year.

**SECTION II - Services**

The Contractor shall provide \_\_\_\_\_per specifications in ITN 10C-\_\_\_\_\_ and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to ITN 10C-\_\_\_\_\_, if any, are also made a part of this contract.

**SECTION III - Cost of Services**

The Contractor shall be paid for services as negotiated in the ITN and awarded for \_\_\_\_\_ for the School Board of Palm Beach County.

**SECTION IV - Terms and Conditions**

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination and the

Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Invitation to Negotiate, ITN 10C-\_\_\_\_\_ which are incorporated by reference herein and made a part hereof.

#### SECTION V – Indemnification/ Hold Harmless Agreement

Awarded responder(s) 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, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

This article will survive the termination of this contract.

#### SECTION VI - Insurance

Insurance will be required as stated in ITN 10C-\_\_\_\_\_ The School Board of Palm Beach County shall be named as additional insured.

Funding out is to be included in Contracts more than a year.

#### SECTION VII – Cancellation of Award/Termination

In the event any of the provisions of this proposal are violated by the responder(s), the Superintendent or designee will give written notice to the responder(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District 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 District, reserves the right to terminate any contract resulting from this ITN, 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 will be relieved of all obligations under said contract. The District will only be required to pay to the responder(s) that amount of the contract actually performed to the date of termination.

The awarded responder(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by awarded responder(s) may result in removal from responder(s) list for a period of three years.

#### SECTION VIII - Funding Out, Termination, Cancellation

Florida School Laws prohibit School Board 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 ITNs in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this ITN and must be agreed to by all responder(s):

The School Board may, during the contract period, terminate or discontinue the services covered in this ITN for lack of appropriated funds upon the same terms and conditions as set forth in Section VII Cancellation of Award / Termination.

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 services being terminated with services similar to those covered in this ITN from another vendor in the succeeding funding period.

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

This completed statement must be included as part of any contract submitted by the successful responder(s). No contract will be considered that does not include this provision for “funding out”.

#### SECTION IX – Jessica Lunsford Act

All Contract personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The awarded responder(s) 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 background check, including fingerprinting by the School District's Police Department, at the sole cost of the awarded responder(s). Awarded responder(s) shall not begin providing services contemplated by this Agreement until awarded responder(s) 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 awarded responder(s) (or discontinuation of awarded responder(s)'s services) on the basis of these compliance obligations. Awarded responder(s) agrees that neither the awarded responder(s), nor any employee, agent or representative of the awarded responder(s) 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.

#### SECTION X - Default

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

#### SECTION XI - 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.

#### SECTION XII – Federal and State Tax

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful responder(s). Responder(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any

responder(s) be authorized to use the District's Tax Exemption Number in securing such materials.

SECTION XIII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION XIV - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section XV

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
William G. Graham, Chairman

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Date

WITNESS: \_\_\_\_\_

Attest: \_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

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

BY: \_\_\_\_\_  
Attorney

**ATTACHMENT F**

Project: ITN No.: 10C-006D

Corporation Name: \_\_\_\_\_ Tax FEIN Number: \_\_\_\_\_

**BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_, ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.

2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

Persons or corporate entities owning 5% or more:

Name	Address	Percentage

Persons or corporate entities who hold by proxy the voting power of 5% or more:

Name	Address	Percentage

Stock held for others and for whom held:

Name	Address	Percentage
For Whom Held	Address	Percentage
For Whom Held	Address	Percentage

**CORPORATE REPRESENTATIVE**

By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by \_\_\_\_\_. Such person(s). (Notary Public must check applicable box):

[ ] is/are personally known to me. [ ] produced a current driver license(s). [ ] produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Name of Notary Public)

## 10C-006D ITN for Court Reporting

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

List fees associated with each category below.

APPEARANCE FEES:

TRANSCRIPT FEES:

DELIVERY FEES:

VIDEO DEPOSITIONS:

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
MINORITY CERTIFICATION INFORMATION**

\* Check here if N/A:  . Form **must be submitted** to **BidSync.com**.

<p>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  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a></p>								
<p><b>Are you a minority vendor certified by:</b> (Check if appropriate)</p> <p style="padding-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="padding-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American, <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>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:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; padding: 5px;"><b>Vendor</b></th> <th style="width: 50%; padding: 5px;"><b>Estimated Dollar Value</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> </tbody> </table>	<b>Vendor</b>	<b>Estimated Dollar Value</b>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>
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<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>							

### THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

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

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

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

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

VENDORS SIGNATURE

DATE

COMPANY NAME

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

THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

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

Form must be submitted to BidSync.com  Check if not applicable

BID/RFP/RFI/ITN or Project Name

BID/RFP/RFI/ITN or Project #

Name of Bidder/Responder

The undersigned intends to perform work with the above project as *(check one)*

- Individual       Partnership       Corporation       Joint Venture

*\* If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above project as *(check one)*

- Subcontractor       Subconsultant       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 (Provisional)

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

- |  |  |                                     |
|--|--|-------------------------------------|
| <b>Column 1</b>                            | <b>Column 2</b>                          | <b>Column 3</b>                     |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Native American | <input type="checkbox"/> Female     |
| <input type="checkbox"/> Asian American    | <input type="checkbox"/> American Female | <input type="checkbox"/> Male       |
| <input type="checkbox"/> Hispanic American |  | <input type="checkbox"/> Physically |

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

Item #	CONTRACT (Trade) Items (Description/Division)	Amount
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE subcontractor, the amount of any such subcontract must be stated \$

Name of M/WBE Subcontracting Firm

Name and Position (type or print)

PBSD 1525 (Rev. 2/6/2009) ORIGINAL – Office of Diversity in Business Practices

**School District of Palm Beach County  
Minority Women Business Enterprise (M/WBE)  
Subcontractor Participation Summary**

\* Check here if N/A: € . Form **must be submitted to bidsync.com.**

BID/RFP or Project Name

BID/RFP or Project Number

Total Bid (Base and Alternatives)

**TO DIRECTOR OF PURCHASING DEPARTMENT**

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
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Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates)  %

Contracting Firm Name

Name and Position (type or print)

SIGNATURE

DATE

SAMPLE CONTRACT

**CONTRACT BETWEEN  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
AND**

\_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as the "Contractor") to provide \_\_\_\_\_.

**SECTION I - Term of Contract**

This contract shall be for the period beginning \_\_\_\_\_, 200\_ through \_\_\_\_\_, 200\_. The contract may be renewed for \_\_\_\_\_ additional one-year periods at the annual anniversary date. The contract will not extend beyond the \_\_\_\_\_ year.

**SECTION II - Services**

The Contractor shall provide \_\_\_\_\_ per specifications in ITN No. and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to ITN, if any, are also made a part of this contract.

**SECTION III - Cost of Services**

The Contractor shall be paid for services as listed in the ITN and awarded for \_\_\_\_\_ for the School Board.

**SECTION IV - Terms and Conditions**

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be provided to the

Contractor at least 30 days prior to the effective date of termination, and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of termination of the contract. The School Board shall establish the termination date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this contract are the terms and conditions as described in the Request for Proposal, RFP #, which are incorporated by reference herein and made a part hereof.

#### SECTION V – Indemnification/ Hold Harmless Agreement

Contractor shall, in addition to any other obligation to indemnify the School Board, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work.

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

This article will survive the expiration and/or termination of this contract.

## SECTION VI - Insurance

Insurance will be required as stated in RFP. The School Board of Palm Beach County, Florida shall be named as an additional insured.

## SECTION VII – Cancellation of Award/Termination

In the event any of the provisions of this contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies, and unless the deficiencies are corrected within ten (10) days of such notice, recommendation will be made to the School Board 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 School Board, reserves the right to terminate any contract 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 School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

The Contractor will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

Cancellation of contract by Contractor may result in removal from responder list for a period of three years.

### SECTION VIII - Funding Out, Termination, Cancellation

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

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

Therefore, the following funding out provisions are an integral part of this contract:

The School Board may, during the contract period, terminate or discontinue the services covered in this contract for lack of appropriated funds upon the same terms and conditions as set forth in Section VII Cancellation of Award / Termination.

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 services being terminated with services similar to those covered in this contract from another vendor in the succeeding funding period.

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

This completed statement must be included as part of any notice of termination.

### SECTION IX – Jessica Lunsford Act

All contract personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor 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 background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by this Agreement until Contractor 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 Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this contract.

#### SECTION X - Default

In the event that the Contractor should breach this contract the School Board reserves the right to seek remedies in law and/or in equity.

#### SECTION XI - Debarment

The School 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.

## SECTION XII – Federal and State Tax

The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the Contractor. Contractors doing business with the School Board will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the School Board, nor will any responder be authorized to use the District's Tax Exemption Number in securing such materials.

## SECTION XIII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

## SECTION XIV - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this contract, venue shall lie in Palm Beach County, Florida.

This contract shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This contract is binding on the parties hereto, their heirs, successor and/or assigns.

## Section XV

Should either party breach this contract, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(TYPE IN CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
William G. Graham, Chairman

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Date

WITNESS: \_\_\_\_\_

Attest: \_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

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

BY: \_\_\_\_\_  
Attorney

## Question and Answers for Bid #10C-006D - Invitation to Negotiate for Court Reporting

### OVERALL BID QUESTIONS

#### Question 1

I would like to get copies of the bid proposals submitted for the previous Court Reporting bid ITN 04C-012N  
(Submitted: Oct 23, 2009 3:04:31 PM EDT)

#### Answer

- Anyone who would like copies of the previous bid proposals submitted for ITN 04C-012N should make that request via email to Marianne Gulino at email address [gulinom@palmbeach.k12.fl.us](mailto:gulinom@palmbeach.k12.fl.us) (Answered: Oct 23, 2009 3:08:40 PM EDT)