

Solicitation 08C-39T

Term Contract for the Purchase and Delivery of Electric Motors and Motor Parts



School District of Palm Beach County FI

Bid 08C-39T

Term Contract for the Purchase and Delivery of Electric Motors and Motor Parts

Bid Number 08C-39T
 Bid Title Term Contract for the Purchase and Delivery of Electric Motors and Motor Parts

Bid Start Date May 8, 2008 4:43:44 PM EDT
 Bid End Date Jun 4, 2008 2:00:00 PM EDT
 Question & Answer End Date May 23, 2008 4:00:00 PM EDT

Bid Contact Dennis Messerli
 Purchasing Agent
 Purchasing
 561-434-8507
 dennis.messerli@palmbeach.k12.fl.us

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

Bid Comments THIS IS A NO FEE BID.

*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.

BID SUMMARY DOCUMENTS: The Bid Summary Documents have been created in Excel. Per Instructions to Bidder, item #10, it is the responsibility of the bidder to download to their computer, fill out the required files, and then upload the files when submitting their bid. Please pay very close attention to additional directions/instructions within these files. Failure to comply may disqualify a bidder from this bid. When submitting this bid, please verify with RFP Depot that all files have successfully and correctly been received.

BID QUESTIONS: All questions related to this bid must be submitted through RFP Depot and must be received no later than 4:00PM, May 23, 2008.

SCOPE: The purpose and intent of this Invitation to Bid is to secure a fixed price per unit in Sections 1 and 2 of the Bid Summary Document, a single fixed percentage discount for additional/specialty motors in Section 3 and establish a Term Contract for the Purchase and Delivery of Electric Motors and Motor Parts to Maintenance and Plant Operations, 3300 Summit Blvd., West Palm Beach, FL 33406-4108, effective upon acceptance by the Board.

DELIVERY: Delivery shall be FOB destination School District of Palm Beach County, Maintenance and Plant Operations, 3300 Summit Blvd., West Palm Beach, FL 33406-4108. Successful bidder shall be responsible for tailgate delivery. Shipment/delivery of normal stock items must be made within two working days after receipt of order.

AWARD: Contract will be awarded to the responsive, responsible bidder as follows: in Sections 1 and 2 the award will be given to the bidder offering the lowest price per unit and in Section 3 the award will go to bidder with the highest fixed percentage discount off each manufacturer's price list/catalog for each group.

Items in groups as marked, will be awarded by group. (A group is defined as an item with several parts labeled A and B with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group which the bidder submits a bid for in order to have a bid considered. It is also required that the bidder carefully consider each item, and ensure each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

Awards shall be made only to companies that are certified distributors for manufacturers specified herein. Failure to submit properly completed documentation on manufacturer's letterhead for each manufacturer with bid or within three days upon request shall be grounds for rejection of that specific manufacturer. Documentation should include manufacturer's address, telephone numbers and your company's account number.

Based upon the usage ratio of electric motors and motor parts, the award (by group) will be based on a percentage breakdown. The District's expenditure for electric motors will be based on 80% and the motor parts will be 20% on the Bid Summary Document.

The Purchasing Department or their designee reserves the right to use the next highest percentage bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next highest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

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 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, or phone (561) 434-8508.

TERM OF CONTRACT/PRICE INCREASE: The term of this contract shall be for two years from the date of award, and may, by mutual agreement between the School District and the awardee, be renewable for three additional one-year periods. The pricing/discounts submitted will remain fixed for the first year of the contract. No earlier than 30 days prior to the end of the first year of the contract, vendors may submit a price increase in writing, to the Purchasing Department, with proper justification for the increase. Upon the anniversary date of each renewal period the vendor may also submit a price increase in writing, to the Purchasing Department, with proper justification for the increase. No increases shall exceed 3%. The School District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the School District. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee at least 30 days prior to the end of the current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.

Added on May 13, 2008:

ADDENDUM 1:

See revised document - 08C-39T Instructions for Uploading Excel Documents_Revised 5.13.08.

Added on May 28, 2008:

ADDENDUM 2:

ORIGINAL OPENING DATE: 29 May, 2008 - 2:00 PM EST

NEW OPENING DATE: 4 June, 2008 - 2:00 PM EST

ORIGINAL POSTING DATE: 30 May, 2008 - 3:00 PM EST

NEW POSTING DATE: 5 June, 2008 - 3:00 PM EST

Added on May 30, 2008:
ADDENDUM 3:

See Bid Summary Document Sections 1 & 2 revised 5.30.08

Frame sizes added to clarify bid question.

Changes made on May 13, 2008 11:25:59 AM EDT

New Documents 08C-39T Instructions for Uploading Excel Documents_Revised 5.13.08.pdf

Removed Documents 08C-39T Instructions for Uploading Excel Documents.pdf

Changes made on May 28, 2008 12:46:45 PM EDT

New Documents 08C-39T Delay of Opening-Posting.pdf

Previous End Date May 29, 2008 2:00:00 PM EDT New End Date Jun 4, 2008 2:00:00 PM EDT

Changes made on May 30, 2008 3:29:18 PM EDT

New Documents 08C-39T Bid Summary Document Sections 1 and 2_revised_5.30.08.xls

Removed Documents 08C-39T Bid Summary Document Sections 1 and 2.xls

Item Response Form

Item 08C-39T-1-01 - .

Quantity 1 each

Prices are not requested for this item.

Delivery Location School District of Palm Beach County FI
 Various Locations for the District
 Palm Beach County School District
 West Palm Beach FL 33406
 Qty 1

Description

PLEASE SUBMIT PRICING ON 08C-39T BID SUMMARY DOCUMENTS and 08C-39T ADDITIONAL INFORMATION DOCUMENT.

NOTICE OF OPENING/POSTING DELAY

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT
3300 FOREST HILL BLVD., SUITE A-323
WEST PALM BEACH, FL 33406-5813

28 May, 2008

Bid opening/posting for 08C-39T will be delayed and detailed below.

BID NO.: 08C-39T

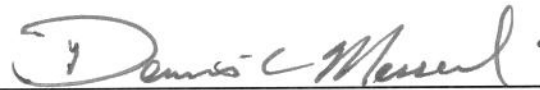
TITLE: Term Contract for Electric Motors and Motor Parts

ORIGINAL OPENING DATE: 29 May, 2008 - 2:00 PM EST

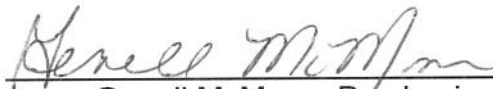
NEW OPENING DATE: 4 June, 2008 - 2:00 PM EST

ORIGINAL POSTING DATE: 30 May, 2008 - 3:00 PM EST

NEW POSTING DATE: 5 June, 2008 - 3:00 PM EST



Dennis Messerli, Purchasing Agent



Genell McMann, Purchasing Manager
Purchasing Department

<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: 100%;" type="text"/>	
<input style="width: 100%;" 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: 80%;" 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>	
<input style="width: 100%;" type="text"/>	
Name of Company Representative Submitting Bid	
<input style="width: 100%;" type="text"/>	
Title of Company Representative Submitting Bid	
<input style="width: 100%;" type="text"/>	
Date	

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 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.

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.

23. **PRODUCT RECALL:** In the event the awarded vendor receives notice that a product delivered by the awarded vendor to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal

regulatory agency, the awarded vendor shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded vendor's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded vendor which may be caused or created by the affected product. The awarded vendor shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded vendor shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

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.

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 has a reciprocity agreement with Palm Beach County, the City of West Palm Beach and 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. If a vendor has graduated from our program, the District does not receive any reciprocity.

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.

25. **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-39T SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure a fixed price per unit in Sections 1 and 2 of the Bid Summary Document, a single fixed percentage discount for additional/specialty motors in Section 3 and establish a **Term Contract for the Purchase and Delivery of Electric Motors and Motor Parts** to Maintenance and Plant Operations, 3300 Summit Blvd., West Palm Beach, FL 33406-4108, effective upon acceptance by the Board.
- B. **DELIVERY:** Delivery shall be FOB destination School District of Palm Beach County, Maintenance and Plant Operations, 3300 Summit Blvd., West Palm Beach, FL 33406-4108. Successful bidder shall be responsible for tailgate delivery. Shipment/delivery of normal stock items must be made within two working days after receipt of order.
- C. **AWARD:** Contract will be awarded to the responsive, responsible bidder as follows: in Sections 1 and 2 the award will be given to the bidder offering the lowest price per unit and in Section 3 the award will go to bidder with the highest fixed percentage discount off each manufacturer's price list/catalog for each group.

Items in groups as marked, will be awarded by group. (A group is defined as an item with several parts labeled A and B with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group which the bidder submits a bid for in order to have a bid considered. It is also required that the bidder carefully consider each item, and ensure each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

Awards shall be made only to companies that are certified distributors for manufacturers specified herein. Failure to submit properly completed documentation on manufacturer's letterhead for each manufacturer **with bid or within three days** upon request shall be grounds for rejection of that specific manufacturer. Documentation should include manufacturer's address, telephone numbers and your company's account number.

Based upon the usage ratio of electric motors and motor parts, the award (by group) will be based on a percentage breakdown. The District's expenditure for electric motors will be based on 80% and the motor parts will be 20% on the Bid Summary Document.

The Purchasing Department or their designee reserves the right to use the next highest percentage bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next highest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

- 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 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, or phone (561) 434-8508.

- E. **TERM OF CONTRACT/PRICE INCREASE:** The term of this contract shall be for two years from the date of award, and may, by mutual agreement between the School District and the awardee, be renewable for three additional one-year periods. The pricing/discounts submitted will remain fixed for the first year of the contract. No earlier than 30 days prior to the end of the first year of the contract, vendors may submit a price increase in writing, to the Purchasing Department, with proper justification for the increase. Upon the anniversary date of each renewal period the vendor may also submit a price increase in writing, to the Purchasing Department, with proper justification for the increase. No increases shall exceed 3%. The School District reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of the School District. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee at least 30 days prior to the end of the current contract period. The contract will be extended 90 days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.
- F. **BID ITEM OFFERED:** If bidding other than the make specified in section 3 of the Bid Summary Document, then the **complete make** of the item offered must be indicated in the space provided on the Additional Information Bid Summary Document.
- G. **BRANDS OFFERED:** Bids will be accepted only on the brands specified. If a bidder wishes to have a piece of equipment placed on the list for future bidding, it will be necessary for bidder(s) to furnish to the Purchasing Department a sample of the item for testing purposes. If such item performs satisfactorily, a recommendation will be made to include this item on future list of approved equipment.
- H. **DISCONTINUED PRODUCTS:** If, during the contract period, products are discontinued, the successful bidder of such items will send the School District Purchasing Department written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.
- I. **MODEL UPDATES:** During the contract period, if the awarded model is discontinued by the manufacturer, the awarded vendor must advise the Purchasing Department in writing of the non-availability of the contract item and submit complete descriptive literature for the new updated model for evaluation and approval. The new model must be the same make as the awarded contract item and must be offered at the contract price or less.
- J. **NEW / UPGRADED PRODUCTS:** During the contract period, if new and/or upgraded products are made available by the product manufacturer, the successful bidder of such items shall submit a written request for acceptance of such items, along with a price list. A reasonable price must be submitted for each item requested. In the event that any item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

- K. **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 pickup and delivery.
- L. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- M. **FIRM PERCENTAGE DISCOUNT:** Bidder shall indicate in the space provided on the Bid Summary Document a single firm fixed percentage discount for each manufacturer's product line offered for the term of the contract. The District will accept a discount of 0%. Manufacturer's current (dated) price list(s) must be submitted with the bid response or within five days of request. Failure to submit documentation within the time specified shall result in disqualification of submitted bid.
- N. **QUANTITY DISCOUNTS:** Bidder is urged to offer additional discounts for one-time delivery of large, single orders of any assortment of items on a separate sheet. Such discounts will not be considered in evaluation of bid.
- O. **DISTRICT PURCHASING CARD:** The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.
- P. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent will not be honored.
- Q. **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.
- R. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See Attachment 08C-39T Early Payment Terms Documents/Special Condition Q.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services. Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board will not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

- S. **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: Dennis Messerli, 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 (7) days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more, the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

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

2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

- T. **RECYCLED CONTENT INFORMATION DOCUMENT:** The School District in support of the Florida Waste Management Law encourage bidders to supply with their bids, any information available regarding recycled material content in the products bid. The School District is also interested in the type of recycled material used (paper, plastic, glass, metal, etc.) and the percent of recycled material. Bidder shall fill out and submit 08C-39T Recycled Product Information Document.
- U. **AREA REPRESENTATIVE:** Bidder should provide on the document provided, the name, address, phone number, fax number and email address, if available, of the place of business or of the local distribution center providing their products. This provides means for School District employees the means to pick up items in emergency situations.
- V. **TIE BIDS:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place and according to standard purchasing practice in the event of a tie bid, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin

toss.

- W. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be directed to RFP Depot at www.rfpdepot.com, bid # 08C-039T, contact Dennis Messerli, 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 **Dennis Messerli** 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.
- X. **CHANGE ORDERS:** Any addition(s) to the Scope of Work that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work. Once approved, a Change Order will be issued to include the additional costs and work may commence.
- Y. **CANCELLATION/TERMINATION:** Either party may, with 90 days written notice, cancel or terminate their end of the contract.
- Z. **BID SUMMARY DOCUMENTS:** The Bid Summary Documents have been created in Excel. Per Instructions to Bidder, item #10, it is the responsibility of the bidder to download to their computer, fill out the required files, and then upload the files when submitting their bid. Please pay very close attention to additional directions/instructions within these files. Failure to comply may disqualify a bidder from this bid. When submitting this bid, please verify with RFP Depot that all files have successfully and correctly been received.
- AA. **BID QUESTIONS:** All questions related to this bid must be submitted through RFP Depot and must be received no later than 4:00PM, May 23, 2008.
- BB. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with RFP Depot and at the Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, West Palm Beach, FL, on May 30, 2008, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, 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.

08C-39T INSTRUCTIONS FOR UPLOADING EXCEL DOCUMENTS - Revised **5.13.08**

When filling out the required excel documents (Bid Summary, Additional Information and Recycled Content Information Document), first, download to your computer, fill out and then save to your computer. Once completed and ready to submit for bid, bidder must upload their documents to RFP Depot. Upload your revised document in the "Place Offer Page". See example displayed below. Clicking 'Submit' will finalize your bid offer, so make sure all files are uploaded prior to clicking this button. Call RFP Depot at 1-800-990-9339 for assistance.

It is highly encouraged that the bidder also follows up by calling RFP Depot to verify that the uploaded documents were received successfully.

The screenshot shows a web form for placing a bid. At the top right, there are input fields for price: '\$ 450.00', '60 / box', and '\$ 27000.00', along with a 'Save' button. Below this is an 'Attachments' section with a blue 'Upload New' link. A callout box with a black border and white background contains the text: "On the place offer page attach documents by clicking Upload New and locating needed documents in your files." Two black arrows point from the callout box to the 'Attachments' label and the 'Upload New' link. The main form area has several sections: 'Notes for Buyer' with an optional text field; 'Manufacturer' with a text field; 'RFQ-0101-1-02' section with 'Bandages' as a title, 'Product Code' with an optional text field, 'Notes for Buyer' with a text field, 'Manufacturer' with 'asdfjk' in the text field, and 'Model Number' with '5243' in the text field. At the bottom right of the form area is an 'Alternate Offer' button. Below the form is a 'Bid Notes' section with a text area and the text: "These notes apply to the bid as a whole." At the bottom center are 'Next >>' and 'Cancel' buttons. At the bottom left, there is a red 'Note' stating: "This agency may choose to make all documents and notes open to the public." At the bottom right, there is a red asterisk note: "Please be aware that the awarded bidder will pay a 1% transaction fee to RFP Depot, LLC, upon receipt of a contract from the agency. Vendors not receiving a contract will pay no fees."

08C-39T - BID SUMMARY DOCUMENT - SECTIONS 1 and 2 revised 5.30.08

VENDOR NAME: _____

INSTRUCTIONS: Bidder must download this file to their computer and fill out completely (yellow highlighted areas). Once completed and ready to submit bid, their file must be uploaded to RFP Depot. Bidder is highly encouraged to contact RFP Depot after submittal to verify that their documents have been successfully and completely received.

Section 1: These items are to be bid on a price per each. All items must be 230 volt, single phase, NEMA premium, reversible rotation, 48Y frame. The award will be given to the bidder with the lowest price for each item.

Item	Price/ea
a. 1/4 hp, open, 1200 rpm	
b. 1/4 hp, open, 1800 rpm	
c. 1/4 hp, TEFC enclosed, 1200 rpm	
d. 1/4 hp, TEFC enclosed, 1800 rpm	
e. 1/3 hp, open, 1200 rpm	
f. 1/3 hp, open, 1800 rpm	
g. 1/3 hp, TEFC enclosed, 1200 rpm	
h. 1/3 hp, TEFC enclosed, 1800 rpm	
i. 1/2 hp, open, 1200 rpm	
j. 1/2 hp, open, 1800 rpm	
k. 1/2 hp, TEFC enclosed, 1200 rpm	
l. 1/2 hp, TEFC enclosed, 1800 rpm	

Section 2: These items are to be bid on a price per each. All items must be 460 volt, three phase, NEMA premium, inverter duty rated. The award will be given to the bidder with the lowest price for each item.

Item	Frame Size	Price/ea
a. 1 hp, open, 1200 rpm	56Y	
b. 1 hp, open, 1800 rpm	56Y	
c. 1 hp, open, 3600 rpm	56Y	
d. 1 hp, TEFC enclosed, 1200 rpm	56Y	
e. 1 hp, TEFC enclosed, 1800 rpm	56Y	
f. 1 hp, TEFC enclosed, 3600 rpm	56Y	
g. 1.5 hp, open, 1200 rpm	56Y	
h. 1.5 hp, open, 1800 rpm	56Y	
i. 1.5 hp, open, 3600 rpm	56Y	
j. 1.5 hp, TEFC enclosed, 1200 rpm	56Y	

k.	1.5 hp, TEFC enclosed, 1800 rpm	56Y	
l.	1.5 hp, TEFC enclosed, 3600 rpm	56Y	
m.	2 hp, open, 1200 rpm	56Y	
n.	2 hp, open, 1800 rpm	56Y	
o.	2 hp, open, 3600 rpm	56Y	
p.	2 hp, TEFC enclosed, 1200 rpm	56Y	
q.	2 hp, TEFC enclosed, 1800 rpm	56Y	
r.	2 hp, TEFC enclosed, 3600 rpm	56Y	
s.	3 hp, open, 1200 rpm	182T	
t.	3 hp, open, 1800 rpm	182T	
u.	3 hp, open, 3600 rpm	182T	
v.	3 hp, TEFC enclosed, 1200 rpm	182T	
w.	3 hp, TEFC enclosed, 1800 rpm	182T	
x.	3 hp, TEFC enclosed, 3600 rpm	182T	
y.	5 hp, open, 1200 rpm	184T	
z.	5 hp, open, 1800 rpm	184T	
aa.	5 hp, open, 3600 rpm	184T	
bb.	5 hp, TEFC enclosed, 1200 rpm	184T	
cc.	5 hp, TEFC enclosed, 1800 rpm	184T	
dd.	5 hp, TEFC enclosed, 3600 rpm	184T	
ee.	7.5 hp, open, 1200 rpm	213T	
ff.	7.5 hp, open, 1800 rpm	213T	
gg.	7.5 hp, open, 3600 rpm	213T	
hh.	7.5 hp, TEFC enclosed, 1200 rpm	213T	
ii.	7.5 hp, TEFC enclosed, 1800 rpm	213T	
jj.	7.5 hp, TEFC enclosed, 3600 rpm	213T	
kk.	10 hp, open, 1200 rpm	215T	
ll.	10 hp, open, 1800 rpm	215T	
mm.	10 hp, open, 3600 rpm	215T	
nn.	10 hp, TEFC enclosed, 1200 rpm	215T	
oo.	10 hp, TEFC enclosed, 1800 rpm	215T	
pp.	10 hp, TEFC enclosed, 3600 rpm	215T	
qq.	15 hp, open, 1200 rpm	254T	
rr.	15 hp, open, 1800 rpm	254T	
ss.	15 hp, open, 3600 rpm	254T	
tt.	15 hp, TEFC enclosed, 1200 rpm	254T	
uu.	15 hp, TEFC enclosed, 1800 rpm	254T	
vv.	15 hp, TEFC enclosed, 3600 rpm	254T	

ww.	20 hp, open, 1200 rpm	256T	
xx.	20 hp, open, 1800 rpm	256T	
yy.	20 hp, open, 3600 rpm	256T	
zz.	20 hp, TEFC enclosed, 1200 rpm	256T	
aaa.	20 hp, TEFC enclosed, 1800 rpm	256T	
bbb.	20 hp, TEFC enclosed, 3600 rpm	256T	
ccc.	25 hp, open, 1200 rpm	284T	
ddd.	25 hp, open, 1800 rpm	284T	
eee.	25 hp, open, 3600 rpm	284T	
fff.	25 hp, TEFC enclosed, 1200 rpm	284T	
ggg.	25 hp, TEFC enclosed, 1800 rpm	284T	
hhh.	25 hp, TEFC enclosed, 3600 rpm	284T	
iii.	30 hp, open, 1200 rpm	286T	
jjj.	30 hp, open, 1800 rpm	286T	
kkk.	30 hp, open, 3600 rpm	286T	
lll.	30 hp, TEFC enclosed, 1200 rpm	286T	
mmm.	30 hp, TEFC enclosed, 1800 rpm	286T	
nnn.	30 hp, TEFC enclosed, 3600 rpm	286T	
ooo.	40 hp, open, 1200 rpm	324T	
ppp.	40 hp, open, 1800 rpm	324T	
qqq.	40 hp, open, 3600 rpm	324T	
rrr.	40 hp, TEFC enclosed, 1200 rpm	324T	
sss.	40 hp, TEFC enclosed, 1800 rpm	324T	
ttt.	40 hp, TEFC enclosed, 3600 rpm	324T	
uuu.	50 hp, open, 1200 rpm	326T	
vvv.	50 hp, open, 1800 rpm	326T	
www.	50 hp, open, 3600 rpm	326T	
xxx.	50 hp, TEFC enclosed, 1200 rpm	326T	
yyy.	50 hp, TEFC enclosed, 1800 rpm	326T	
zzz.	50 hp, TEFC enclosed, 3600 rpm	326T	
aaaa.	60 hp, open, 1200 rpm	364T	
bbbb.	60 hp, open, 1800 rpm	364T	
cccc.	60 hp, open, 3600 rpm	364T	
dddd.	60 hp, TEFC enclosed, 1200 rpm	364T	
eeee.	60 hp, TEFC enclosed, 1800 rpm	364T	
ffff.	60 hp, TEFC enclosed, 3600 rpm	364T	
gggg.	75 hp, open, 1200 rpm	365T	
hhhh.	75 hp, open, 1800 rpm	365T	

iiii.	75 hp, open, 3600 rpm	365T	
jjjj.	75 hp, TEFC enclosed, 1200 rpm	365T	
kkkk.	75 hp, TEFC enclosed, 1800 rpm	365T	
llll.	75 hp, TEFC enclosed, 3600 rpm	365T	
mmmm.	100 hp, open, 1200 rpm	404T	
nnnn.	100 hp, open, 1800 rpm	404T	
oooo.	100 hp, open, 3600 rpm	404T	
pppp.	100 hp, TEFC enclosed, 1200 rpm	404T	
qqqq.	100 hp, TEFC enclosed, 1800 rpm	404T	
rrrr.	100 hp, TEFC enclosed, 3600 rpm	404T	
ssss.	125 hp, open, 1200 rpm	405HPV	
tttt.	125 hp, open, 1800 rpm	405HPV	
uuuu.	125 hp, open, 3600 rpm	405HPV	
vvvv.	125 hp, TEFC enclosed, 1200 rpm	405HPV	
wwww.	125 hp, TEFC enclosed, 1800 rpm	405HPV	
xxxx.	125 hp, TEFC enclosed, 3600 rpm	405HPV	
yyyy.	150 hp, open, 1200 rpm	444TS	
zzzz.	150 hp, open, 1800 rpm	444TS	
aaaaa.	150 hp, open, 3600 rpm	444TS	
bbbbbb.	150 hp, TEFC enclosed, 1200 rpm	444TS	
cccccc.	150 hp, TEFC enclosed, 1800 rpm	444TS	
dddddd.	150 hp, TEFC enclosed, 3600 rpm	444TS	
eeeeee.	200 hp, open, 1200 rpm	445T	
ffffff.	200 hp, open, 1800 rpm	445T	
ggggg.	200 hp, open, 3600 rpm	445T	
hhhhh.	200 hp, TEFC enclosed, 1200 rpm	445T	
iiiii.	200 hp, TEFC enclosed, 1800 rpm	445T	
jjjjj.	200 hp, TEFC enclosed, 3600 rpm	445T	
kkkkk.	125 hp, open, 1200 rpm	444VP	
lllll.	125 hp, open, 1800 rpm	444VP	
mmmmm.	125 hp, open, 3600 rpm	444VP	
nnnnn.	125 hp, TEFC enclosed, 1200 rpm	444VP	
ooooo.	125 hp, TEFC enclosed, 1800 rpm	444VP	
ppppp.	125 hp, TEFC enclosed, 3600 rpm	444VP	
qqqqq.	125 hp, open, 1200 rpm	405T	
rrrrr.	125 hp, open, 1800 rpm	405T	
sssss.	125 hp, open, 3600 rpm	405T	
ttttt.	125 hp, TEFC enclosed, 1200 rpm	405T	

uuuu.	125 hp, TEFC enclosed, 1800 rpm	405T	
vvvv.	125 hp, TEFC enclosed, 3600 rpm	405T	

08C-39T - BID SUMMARY DOCUMENT - SECTION 3

VENDOR NAME: _____

INSTRUCTIONS: Bidder must download this file to their computer and fill out completely (yellow highlighted areas). Once completed and ready to submit bid, their file must be uploaded to RFP Depot. Bidder is highly encouraged to contact RFP Depot after submittal to verify that their documents have been successfully and completely received.

Section 3: These items are considered as additional/specialty motors and will be bid based on percentages. Each item consists of an (a & b) section that will be weighted and awarded accordingly.

The percent discount must reflect complete product line. Only one firm fixed discount will be accepted.

Prices must be percentage discount off manufacturer's current price list. Bids with any other pricing method will not be accepted. (Jobber, Fleet, etc.)

ITEM	DESCRIPTION	Percent Discount	Weighted
Item 1a.	A.O. Smith/Century/Magnetek/Universal -All electric motors	% X 80%	= <u>0</u> %
Item 1b.	A.O. Smith/Century/Magnetek/Universal -All motor parts for electric motors	% X 20%	= <u>0</u> %
Total Weighted Distribution (1a + 1b)			<u>0</u> %
Item 2a.	Baldor - All electric motors	% X 80%	= <u>0</u> %
Item 2b.	Baldor - All motor parts for electric motors	% X 20%	= <u>0</u> %
Total Weighted Distribution (2a + 2b)			<u>0</u> %
Item 3a.	Dayton - All electric motors	% X 80%	= <u>0</u> %
Item 3b.	Dayton - All motor parts for electric motors	% X 20%	= <u>0</u> %
Total Weighted Distribution (3a + 3b)			<u>0</u> %
Item 4a.	Emerson - All electric motors	% X 80%	= <u>0</u> %
Item 4b.	Emerson - All motor parts for electric motors	% X 20%	= <u>0</u> %
Total Weighted Distribution (4a + 4b)			<u>0</u> %
Item 5a.	Fasco - All electric motors	% X 80%	= <u>0</u> %
Item 5b.	Fasco - All motor parts for electric motors	% X 20%	= <u>0</u> %
Total Weighted Distribution (5a + 5b)			<u>0</u> %
Item 6a.	Franklin - All electric motors	% X 80%	= <u>0</u> %
Item 6b.	Franklin - All motor parts for electric motors	% X 20%	= <u>0</u> %
Total Weighted Distribution (6a + 6b)			<u>0</u> %
Item 7a.	General Electric - All electric motors	% X 80%	= <u>0</u> %
Item 7b.	General Electric - All motor parts for electric motors	% X 20%	= <u>0</u> %

Total Weighted Distribution (7a + 7b)			0 %
Item 8a.	Greenheck - All electric motors	% X 80%	= 0 %
Item 8b.	Greenheck - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (8a + 8b)			0 %
Item 9a.	Lincoln - All electric motors	% X 80%	= 0 %
Item 9b.	Lincoln - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (9a + 9b)			0 %
Item 10a.	Marathon - All electric motors	% X 80%	= 0 %
Item 10b.	Marathon - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (10a + 10b)			0 %
Item 11a.	Morrell - All electric motors	% X 80%	= 0 %
Item 11b.	Morrell - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (11a + 11b)			0 %
Item 12a.	Nutone - All electric motors	% X 80%	= 0 %
Item 12b.	Nutone - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (12a + 12b)			0 %
Item 13a.	Reliance - All electric motors	% X 80%	= 0 %
Item 13b.	Reliance - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (13a + 13b)			0 %
Item 14a.	Republic - All electric motors	% X 80%	= 0 %
Item 14b.	Republic - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (14a + 14b)			0 %
Item 15a.	U.S. Motors - All electric motors	% X 80%	= 0 %
Item 15b.	U.S. Motors - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (15a + 15b)			0 %
Item 16a.	Watsco - All electric motors	% X 80%	= 0 %
Item 16b.	Watsco - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (16a + 16b)			0 %
Item 17a.	Weg - All electric motors	% X 80%	= 0 %
Item 17b.	Weg - All motor parts for electric motors	% X 20%	= 0 %
Total Weighted Distribution (17a + 17b)			0 %
Item 18a.	Westinghouse - All electric motors	% X 80%	= 0 %
Item 18b.	Westinghouse - All motor parts for electric motors	% X 20%	= 0 %

Total Weighted Distribution (18a + 18b)	<u>0</u> %
---	------------

08C-39T - ADDITIONAL INFORMATION DOCUMENT

VENDOR NAME:

List below any additional manufacturers and percentage discount your company is a certified distributor for.

You may add additional lines if needed.

This information will **NOT** be used in the evaluation; however, it **MUST** be included for a bid to be considered. If no additional manufacturers are to be added, put "N/A" in the top line (cell A14).

<u>Manufacturer</u>	<u>Percentage Discount</u>	<u>Weighted Distribution</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>
	- All electric motors.	% X 80% = 0 %
	- All motor parts for electric motors.	% X 20% = 0 %
Total Weighted Distribution		<u>0 %</u>

	- All electric motors.	% X 80%	=	0 %
	- All motor parts for electric motors.	% X 20%	=	0 %
Total Weighted Distribution				<u>0</u> %
	- All electric motors.	% X 80%	=	0 %
	- All motor parts for electric motors.	% X 20%	=	0 %
Total Weighted Distribution				<u>0</u> %
	- All electric motors.	% X 80%	=	0 %
	- All motor parts for electric motors.	% X 20%	=	0 %
Total Weighted Distribution				<u>0</u> %

08C-39T - RECYCLED PRODUCT INFORMATION DOCUMENT

VENDOR:

Product bid contain recycled content?

YES NO

If yes, please list items

Is your product packaged and/or shipped in material containing recycled contents?

YES NO

Is your product recyclable after it reaches its intended end use?

YES NO

08C – 39T EARLY PAYMENT TERMS DOCUMENTS

Per Special Conditions “ Q “

VENDOR NAME: <input style="width: 300px; height: 20px;" type="text"/>
--

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.

08C-39T – AREA REPRESENTATIVE DOCUMENT

Per Special Conditions “ U “

Vendor Name:	<input type="text"/>
Area (Company) Representative:	<input type="text"/>
Company Name:	<input type="text"/>
Company Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input 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.

MINORITY CERTIFICATION INFORMATION

* Check here if N/A: . Form **must be submitted** to RFP Depot.

Minority Certification applications are available through the Minority Business Enterprise located at: <div style="text-align: center; padding: 10px;"> 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 </div>									
Are you a minority vendor certified by: (Check if appropriate) Palm Beach County School District <input type="checkbox"/> State of Florida <input type="checkbox"/> If yes, expiration date <input style="width: 150px;" type="text"/> Minority Classification <input style="width: 150px;" type="text"/> District Classifications: 2-Black 3-Hispanic 4-Indian/Alaska 5-Asian 6-Women 7-Disabled 8-Other									
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm (s), please list the vendors and the estimated dollar value below:									
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;"><u>Vendor</u></th> <th style="text-align: left; border-bottom: 1px solid black; padding: 2px;"><u>Estimated Dollar Value</u></th> </tr> </thead> <tbody> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; padding-left: 10px;">\$ <input style="width: 150px;" type="text"/></td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; padding-left: 10px;">\$ <input style="width: 150px;" type="text"/></td> </tr> <tr> <td style="border-bottom: 1px solid black; height: 20px;"></td> <td style="border-bottom: 1px solid black; padding-left: 10px;">\$ <input style="width: 150px;" type="text"/></td> </tr> </tbody> </table>	<u>Vendor</u>	<u>Estimated Dollar Value</u>		\$ <input style="width: 150px;" type="text"/>		\$ <input style="width: 150px;" type="text"/>		\$ <input style="width: 150px;" type="text"/>	
<u>Vendor</u>	<u>Estimated Dollar Value</u>								
	\$ <input style="width: 150px;" type="text"/>								
	\$ <input style="width: 150px;" type="text"/>								
	\$ <input style="width: 150px;" type="text"/>								

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

* Check here if N/A: . Form **must be submitted** to RFP Depot.

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

American Indian/Alaskan
Native

Asian/Pacific Islander

Black, Non-Hispanic

Hispanic

Multiracial

White, Non-Hispanic

COLUMN 2

Physically Disabled

COLUMN 3

Female

Male

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

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

Minority Women Business Enterprise (M/WBE) Subcontractor Participation Summary

* Check here if N/A: . Form **must be submitted** to RFP Depot.

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="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>		

Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates) %

Contracting Firm Name

Name and Position (type or print)

SIGNATURE

DATE

Question and Answers for Bid #08C-39T - Term Contract for the Purchase and Delivery of Electric Motors and Motor Parts

Overall Bid Questions

Question 1

I'm not clear on the
08C-39T Additional Information Document
Can you explain how you want the Percentage discount filled
out All Electric Motors and All
Motor parts for electric motors
and explain weighted distribution.

Thanks

Mike McInnis

TEL:561-863-3260

FAX:561-863-3262

E Mail:mmcinnis@floridabearings.com (Submitted: May 12, 2008 8:44:16 AM EDT)

Answer

- The Additional Information Document is to cover any makes/manufacturer that WAS NOT identified in Section 3 of the Bid Summary Document. The percentages will be broken down the same way as Section 3 which is outlined in Special Conditions, Item C. Awards, paragraph 4. (see excerpt from Special Conditions)

Based upon the usage ratio of electric motors and motor parts, the award (by group) will be based on a percentage breakdown. The District's expenditure for electric motors will be based on 80% and the motor parts will be 20% on the Bid Summary Document.

When filling out the form, place a single fixed percentage discount for both the motor and the motor parts. The spreadsheet is set to calculate the weighted distribution as detailed earlier (80%/20%). A discount of 0% is acceptable. If no additional makes/manufacturer's are to be listed, make sure to still place the vendors name in and on the very first line place NA in the box. **DO NOT FORGET TO SUBMIT WITH BID.** (Answered: May 12, 2008 9:46:34 AM EDT)

Question 2

This is in regards to the subject bid 08C-39T BID SUMMARY DOCUMENT SECTION 1&2
Question 1

A:To provide the lowest price we need to have the motor frame number on each of the motors listed on both sections 1&2. These specs that you have provided on these motors are insufficient for us to provide the lowest cost. These motors have different frames and that effects the cost of the motor each one is priced differently based on the frame size. We need the frame size for each motor to provide the lowest cost on bot sections 1&2

B:In section 2 you ask for inverter duty Rated Motors. To quote this properly we would need the speed range the motors will require. For example Baldor Motor offers the following speed ranges.

Constant torque Variable Torque

20:1 20:1

10:1 20:1

4:1 20:1

1000:1 1000:1

To provide the lowest cost for inverter duty rated motors we need the speed range and frame size

C: Are you brand specific or will you take any brand as long as it is nema rated?

If you have any questions please call me

Mike McInnis

TEL: 561-863-3260

FAX: 561-863-3260

E Mail: mmcinnis@floridabearings.com (Submitted: May 16, 2008 1:54:36 PM EDT)

Answer

- A: Frames for motors in Bid Summary Section 1 take a 48Y frame

C: As long as all the defined specs called out in the Bid Summary & answers to these questions, the brand of the motor does not matter. (Answered: May 30, 2008 1:06:48 PM EDT)

- A: See Bid Summary Document Sections 1 & 2 revised 5.30.08

B: See Bid Summary Document Sections 1 & 2 revised 5.30.08, where a frame size has been added for each horsepower set. Optimum Variable torque range based on frame size. (Answered: May 30, 2008 2:15:15 PM EDT)