

## Solicitation 08C-48C

# Term Contract Motivational Artwork and Artificial / Silk Plants



School District of Palm Beach County FI

## Bid 08C-48C

### Term Contract Motivational Artwork and Artificial / Silk Plants

Bid Number 08C-48C  
 Bid Title Term Contract Motivational Artwork and Artificial / Silk Plants

Bid Start Date May 14, 2008 11:42:56 AM EDT  
 Bid End Date Jun 18, 2008 2:00:00 PM EDT  
 Question & Answer End Date Jun 9, 2008 5:00:00 PM EDT

Bid Contact Carol Moore  
 Purchasing Agent  
 Purchasing  
 561-434-8412  
 moorec1@palmbeach.k12.fl.us

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

Bid Comments \*THIS IS A NO FEE BID

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

SCOPE: The purpose and intent of this Invitation to Bid is to secure single fixed percentage discount prices and establish a Term Contract for Motivational Artwork and Artificial/Silk Plants to various schools, departments and sites of the Palm Beach County School District, as specified herein. Artwork for this bid is defined as posters and prints that inspire motivation and are appropriate for display in an educational, classroom setting throughout a school. Art supplies and equipment is not being solicited on this bid. Note: It is not required for a bidder to supply both artwork and artificial/silk plants; you may bid on one or both.

DELIVERY: Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB Destination. All deliveries made to schools and departments shall require inside delivery unless otherwise specified on the purchase order. Deliveries are to be received within thirty (30) days after receipt of order (ARO). Any changes to the delivery times should be stated in the Variances Document of this bid.

FREIGHT: Freight, shipping charges will be paid by the bid awarded vendor. It is suggested that all delivery, shipping, handling or other costs necessary to complete an order be calculated in the single fixed percentage discount bid. Any delivery/shipping costs not paid by the bidder should be stated in the Variances Document in this bid.

AWARD: In order to meet the needs of the various schools and departments and in the best interest of the School District, award shall be made to ALL responsive, responsible bidders offering a single fixed percentage discount off their catalog prices or published manufacturer's price list, and comply with bid specifications, terms and conditions. Bidders who offer the greatest discount would be in the best position to receive the majority of orders.

TERM OF CONTRACT: The term of this contract shall be three years from the date of award, and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. If considering renewal, the District,

through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.

BID QUESTIONS: All questions related to this bid must be submitted through RFP Depot and must be received no later than 5:00PM, June 9, 2008.

#### Item Response Form

Item 08C-48C-1-01 - Submit pricing on documents provided.  
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  
.

<b>SCHOOL DISTRICT OF PALM BEACH COUNTY</b> <b>PURCHASING DEPARTMENT</b> <b>3300 Forest Hill Boulevard, Suite A-323</b> <b>West Palm Beach, FL 33406-5813</b>	
<b>INVITATION TO BID</b> <b>Bidder Acknowledgement</b>	
Vendor Name:	<input style="width: 80%;" type="text"/>
Vendor Mailing Address:	<input style="width: 95%;" type="text"/> <input style="width: 95%;" type="text"/>
Area Code / Telephone Number:	<input style="width: 80%;" type="text"/>
Toll-Free Telephone Number:	<input style="width: 80%;" type="text"/>
Fax Number:	<input style="width: 80%;" type="text"/>
Vendor E-Mail Address:	<input style="width: 80%;" type="text"/>
Vendor Web Address	<input style="width: 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:
<b>ANTI-COLLUSION</b> 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.	
<input style="width: 95%;" type="text"/> Name of Company Representative Submitting Bid	
<input style="width: 95%;" type="text"/> Title of Company Representative Submitting Bid	
<input style="width: 95%;" 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- 48C - SPECIAL CONDITIONS**

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure single fixed percentage discount prices and establish a **Term Contract for Motivational Artwork and Artificial/Silk Plants** to various schools, departments and sites of the Palm Beach County School District, as specified herein. Artwork for this bid is defined as posters and prints that inspire motivation and are appropriate for display in an educational, classroom setting throughout a school. Art supplies and equipment is not being solicited on this bid. **Note: It is not required for a bidder to supply both artwork and artificial/silk plants; you may bid on one or both.**
- B. **DELIVERY:** Items in the Invitation to Bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB Destination. All deliveries made to schools and departments shall require inside delivery unless otherwise specified on the purchase order. Deliveries are to be received within thirty (30) days after receipt of order (ARO). **Any changes to the delivery times should be stated in the Variances Document of this bid.**
- C. **FREIGHT:** Freight, shipping charges will be paid by the bid awarded vendor. It is suggested that all delivery, shipping, handling or other costs necessary to complete an order be calculated in the single fixed percentage discount bid. **Any delivery/shipping costs not paid by the bidder should be stated in the Variances Document in this bid.**
- D. **AWARD:** In order to meet the needs of the various schools and departments and in the best interest of the School District, award shall be made to ALL responsive, responsible bidders offering a single fixed percentage discount off their catalog prices or published manufacturer's price list, and comply with bid specifications, terms and conditions. Bidders who offer the greatest discount would be in the best position to receive the majority of orders.
- E. **TERM OF CONTRACT:** The term of this contract shall be three years from the date of award, and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.
- F. **BID QUESTIONS:** All questions related to this bid must be submitted through RFP Depot and must be received no later than 5:00PM, **June 9, 2008.**
- G. **SINGLE FIXED PERCENTAGE DISCOUNT:** Bidder shall indicate in the space provided on the Discount Document Form their single fixed percentage discount to be deducted from the catalog or manufacturer's list prices. The single fixed percentage discount quoted by the bidder must apply to all of the catalog items including Internet based catalogs, unless indicated on the Variances Document of this bid. The percentage bid must be a single fixed percentage, (ex. 12% is acceptable, 8.025% is not). The District will accept a zero (0%) percent discount, however this is not preferred. The discount percentage bid is guaranteed for the term of the contract and any subsequent renewals. Prices may increase no more than once a year.

- H. **PRICE ADJUSTMENT:** The discount percentage, terms and conditions contained in the bid are to remain firm throughout the contract period and subsequent renewals. If, during the contract period, the bidder issued replacements for the current catalog(s)/price list(s), such replacements are to be forwarded to the District Purchasing Department no less than **21 days prior** to the effective date of the same, along with a written request for acceptance, referencing the bid number and stating the effective date of such change. Bidder **must** deliver copies of the replacement catalogs/manufacturer's price list electronically or via hard copy to the District's Purchasing Department and to any Palm Beach District school upon request.
- I. **PRICE REDUCTIONS:** If, from date of bid opening, the successful bidder either bids the same products at a higher discount than offered the District or reduces the price of the bid products, the lowest of these reduced prices will be extended to the District.
- J. **INSTALLATION:** Successful vendor shall be responsible for unloading, uncrating, setting in place, installing (if requested) and making ready for operation all items awarded. Successful vendor shall be responsible for furnishing all labor and materials to install designated items. Successful vendor will ensure installations are level, plumb, in working order and meet or exceed any required codes. If sub-contractors are hired by the successful vendor to perform installations the successful vendor will be responsible for the sub-contractors meeting all installation requirements.

Installation shall include removal of old materials (where replacement is involved), full and complete installation of new materials. Vendor shall remove old materials when requested, and clean installation area of all debris. The vendor shall indicate the hourly rate for installation (if applicable) on the Installation Document included in this bid. **If bidder does not offer installation it should be stated in the Variances Document in this bid.**

- K. **SUB-CONTRACTING:** If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid.

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. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. Any charges for installation by a sub-contractor will be invoiced by the awarded vendor; vendor in turn will pay the sub-contractor.

- L. **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.

- M. **MINIMUM ORDER:** If bidder wishes to set a minimum order dollar amount, they must so indicate in space provided on the Bid Requirements Document.
- N. **VARIANCES:** State any variances, however slight, to the bid specifications on the Variances Document included in the bid. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.
- O. **BALANCE OF LINE:** The "balance of line" shall include new product and upgraded catalogs. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported to the Purchasing Agent by bid awarded vendors as they occur.
- P. **CATALOG:** Upon award, vendors will be requested by the Purchasing Department to provide the awarded catalog(s) and/or price lists electronically or via hardcopy to the Purchasing Department, Attn: Carol Moore. Awarded vendors will supply the schools with copies of their catalog(s) at no charge to the District. Please contact the Purchasing Agent for a list of school addresses. Awarded vendors will also supply updated catalogs to schools, requesting departments and the Purchasing Department throughout the contract term.
- Q. **WARRANTY:** Items bid by the successful vendor in accordance with the specifications herein shall be guaranteed to be free from defects in workmanship and/or materials for a period of one year **or** the manufacturer's warranty period, whichever is greater. 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.
- R. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- 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: Carol Moore, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department.

1. **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.

2. **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 **company** 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 **company** 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. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be directed to RFP Depot at [www.rfpdepot.com](http://www.rfpdepot.com), bid # 08C-48C Motivational Artwork and Artificial/Silk Plants, contact Carol Moore, 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 Carol Moore 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.
- U. **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.

- V. **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 per Special Condition # U.

**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.**

- W. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges (if applicable) 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.
- 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. **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.

- Z. **AREA REPRESENTATIVE:** Bidder should indicate in space provided on the Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.
- AA. **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 **June 25, 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-48C – DISCOUNT DOCUMENT**

**See Special Condition G, Single Fixed Percentage Discount**

Vendor Name	<input style="width: 80%;" type="text"/>
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**NOTE: Please enter a single fixed percentage discount.**

Single Fixed % Discount:	<input style="width: 100%;" type="text"/>
Catalog Name:	<input style="width: 100%;" type="text"/>

**If you have more than one catalog, please complete information below:**

Single Fixed % Discount:	<input style="width: 100%;" type="text"/>
Catalog Name:	<input style="width: 100%;" type="text"/>

Single Fixed % Discount:	<input style="width: 100%;" type="text"/>
Catalog Name:	<input style="width: 100%;" type="text"/>

<b>My company offers an Internet based catalog website accessible to all SDPBC schools and departments?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the SDPBC schools and departments ordered from your website using their P-card will they receive the same discount per the award on this bid? If no, please explain below.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Are the prices in your hardcopy catalog the same as on your website? If no, please explain below.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>My website address:</b>	www. <input style="width: 80%;" type="text"/>
<b>Explanation:</b> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	

**08C-48C - BID REQUIREMENTS DOCUMENT**

Vendor Name	
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<b>Delivery Days :</b> Within 30 days after receipt of order (ARO) See Special Condition B, Delivery	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Minimum Order Amount (in dollars):</b> See Special Condition M, Minimum Order (leave blank if not applicable)	\$ <input style="width: 100%;" type="text"/>
<b>Furnish Catalog:</b> A successful bidder upon award will provide catalogs to the Purchasing Department and all schools at no cost to the District. See Special Condition P, Catalog	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>New Catalogs:</b> Updated/new catalogs will be provided to the Purchasing Department and all schools at no cost to the District. See Special Condition P, Catalog	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Single Fixed Percentage Discount</b> will be valid for Contract Term and subsequent renewals. See Special Condition G, Single Fixed Percentage Discount	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>The successful bidder will pay freight/shipping charges.</b> See Special Condition C, Freight	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>The successful bidder will deliver inside delivery.</b> See Special Condition B, Delivery	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>The successful bidder will accept Purchasing Cards (VISA)?</b> See Special Condition Y, District Purchasing Card	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>NOTE:</b> If you have answered "No" to any of the above please enter your responses on the Variances Document of this bid.	

**08C-48C – BID VARIANCES**

**See Special Condition N, Variances**

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

**08C-48C - BID INSTALLATION DOCUMENT**

**See Special Condition J, Installation**

Vendor Name	<input style="width: 80%;" type="text"/>
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<b>My company offers installation. See Special Condition J, Installation</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>My company will charge a fee for installation. See Special Condition J, Installation</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>My Company will use sub-contractors for installations. See Special Condition K, Sub-Contracting</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Invoicing for installation will come from the vendor not the sub-contractor. See Special Condition K, Sub-Contracting</b>	<b>Non negotiable</b>
<b>Hourly Labor Rate for Installation: See Special Condition J, Installation (leave blank if not applicable)</b>	\$ <input style="width: 100px;" type="text"/> per hour
<b>Percentage Discount off installation materials See Special Condition J, Installation (leave blank if not applicable)</b>	% <input style="width: 100px;" type="text"/>

**08C- 48C EARLY PAYMENT TERMS DOCUMENTS**

Per Special Conditions "U"

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

<p><b>EARLY PAYMENT:</b> 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.</p>
<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-48C – AREA REPRESENTATIVE DOCUMENT**

**See Special Condition Z, Area Representative**

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"/>

## 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  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a> </div>	
<b>Are you a minority vendor certified by:</b> (Check if appropriate)	
Palm Beach County School District <input type="checkbox"/>	
State of Florida <input type="checkbox"/>	
If yes, expiration date <input style="width: 150px;" type="text"/>	
Minority Classification <input style="width: 150px;" type="text"/>	
<b>District Classifications:</b>	
2-Black 3-Hispanic 4-Indian/Alaska 5-Asian 6-Women 7-Disabled 8-Other	
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm (s), please list the vendors and the estimated dollar value below:	
<b><u>Vendor</u></b>	<b><u>Estimated Dollar Value</u></b>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 150px;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 150px;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 150px;" 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 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 style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
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<input style="width: 95%;" type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

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-48C - Term Contract Motivational Artwork and Artificial / Silk  
Plants

**Overall Bid Questions**

There are no questions associated with this bid.