

# School District of Palm Beach County FL



## Solicitation No. 12C-1L

TERM CONTRACT FOR EDUCATIONAL FURNITURE: PURCHASE,  
DELIVERY AND INSTALLATION

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RESPONSES ARE DUE PRIOR TO:

**AUGUST 8, 2011 2:00 PM EDT**

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

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The School District of Palm Beach County is an  
Equal Education Opportunity Provider and Employer.  
[http://www.palmbeachschools.org/purchasing/documents/Equity\\_Coordinators.pdf](http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf)

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813**

**INVITATION TO BID  
Bidder Acknowledgement**

Vendor Name: \_\_\_\_\_

Vendor Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Area Code / Telephone Number: \_\_\_\_\_

Toll-Free Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Vendor E-Mail Address: \_\_\_\_\_

Vendor Web Address: \_\_\_\_\_

FEID No. or SS #: \_\_\_\_\_

Delivery \_\_\_\_\_ calendar days after receipt of order:

**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 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 and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

\_\_\_\_\_  
Name of Company Representative Submitting Bid

\_\_\_\_\_  
Title of Company Representative Submitting Bid

\_\_\_\_\_  
Date

# NOTICE OF POSTING DELAY

## SCHOOL DISTRICT OF PALM BEACH COUNTY

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

DATE: August 17, 2011

BID NO.: 12C-1L

TITLE: Term Contract for Educational Furniture: Purchase, Delivery and Installation

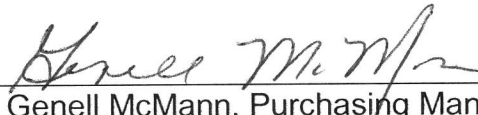
ORIGINAL POSTING DATE: August 17, 2011 3:00 PM EST

NEW POSTING DATE: August 19, 2011 3:00 PM EST



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Anne Berry, Purchasing Agent



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Genell McMann, Purchasing Manager  
Purchasing Department

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Date: July 28, 2011

**ADDENDUM NO.: 1**

INVITATION TO BID NO.: 12C-1L

TITLE: TERM CONTRACT FOR EDUCATIONAL FURNITURE

RETURN DATE: August 8, 2011, 2:00 P.M. EST

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

Refer to Questions and Responses, dated July 28, 2011

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

  
\_\_\_\_\_  
Anne Berry, Purchasing Agent

  
\_\_\_\_\_  
Genell McMann, Purchasing Manager

## 12C-1L - SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure single fixed percentage discount prices and establish a term contract for the purchase, delivery and installation of **Educational Furniture** and other related services which are commonly used in various schools and departments located throughout Palm Beach County, as specified herein.

All products offered under this Invitation to Bid shall be new and unused and in current production.

Types of furniture commonly used within the District include, but not limited to items within the following categories:

### Classroom:

- Bookcases
- Desks, Student and Teacher
- Lab Furniture: Computer and Science
- Seating, Student and Teacher
- Stools
- Storage Cabinets
- Tables
- Work Benches

### Cafeteria and Dining: Furniture

- Booths
- Cabinets
- Chairs
- Stools
- Tables

### Library:

- Audio Visual Carts
- Bookcases
- Book Trucks
- Carrels
- Children's Reading
- Circulation Desks
- Display Racks and Cases
- Seating
- Tables

### Theatre and Performing Arts:

- Acoustical Shells
- Conductor Stands
- Music Chairs
- Music Stands
- Portables Stages
- Portable Dance Floors
- Risers and Rails
- Storage

### Early Childhood:

- Areas Rugs
- Play Systems
- Storage
- Student Desks
- Student Seating
- Tables

### Other:

- Folding Tables
- Folding Chairs
- Lecterns
- Podiums
- Room Dividers
- Wall Systems
- Component Parts

**Excluded Products** – Remanufactured/refurbished products, administrative (case goods) and lobby furniture, outdoor furniture, lighting, and decorative accessories are not covered under this Invitation to Bid.

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

Heavy / bulky deliveries may require a truck with a lift and the manpower to deliver the items into the building. District personnel will not participate in the removal of items from a vehicle or transport it inside the building. Carriers must be able to unload and transport all items into the building. Deliveries for heavy/bulky items may be refused if the carrier does not provide appropriate manpower to unload. There will be no additional cost charged to the District for redelivery.

If furniture items cannot be delivered within six (6) weeks after receipt of Purchase Order, the awardee shall notify the Purchasing Agent immediately and provide the Purchasing Agent the anticipated delivery date. If the revised delivery date is approved, the Purchasing Agent will issue a Change Order to the awardee. The Purchasing Agent reserves the right to cancel orders if delivery cannot be met within the six (6) weeks and purchase the item from the next highest discount of manufacturer's price list unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) vendor's percentage discount does not exceed the highest bidder's discount by an amount greater than 5%.

- C. **AWARD:**

**Section I (Manufacturer's Discount):** Contract will be awarded to the top three (3) responsive, responsible bidders offering the highest fixed percentage discount off each manufacturer's price list unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) vendor's percentage discount does not exceed the highest bidder's discount by an amount greater than 5%.

In instances where the certified M/WBE's discount difference is greater than 5%, the highest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

**Section II (Additional Manufacturers):** Products of other manufacturers not already listed in Section I of the Bid Summary may be submitted for consideration of award.

Contract will be awarded to the top three (3) responsive, responsible bidders offering the highest fixed percentage discount off each manufacturer's price list not listed in Section I unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) vendor's percentage discount does not exceed the highest bidder's discount by an amount greater than 5%.

In instances where the certified M/WBE's discount difference is greater than 5%, the highest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

**Section III (Catalog Discount):** In order to meet the needs of the various schools and departments and in the best interest of the School District (catalogs carry various products and the needs of the District are varied), awards shall be made to all responsive, responsible bidders who offer fixed percentage discounts and comply with specifications, terms, and conditions.

Catalog Discount applies only to Private Label and manufacturer's not awarded in Sections I and II.

Note: Private Label is defined as a product or range of products offered by a retailer under their own name or under a brand they own.

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

For District certification go to <http://www.palmbeachschools.org/MWBE> website and complete the M/WBE certification application.

- D. **TERM OF CONTRACT:** The term of this contract shall be three (3) years from date of award, and may, by mutual agreement between the School District and the awardee, be renewable for two (2) 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.
- E. **FIXED PERCENTAGE DISCOUNT:** Bidder shall indicate in spaces provided in the Bid Summary Forms their single fixed percentage discount to be deducted from the Manufacturer's dated price list or catalog list prices, as applicable. Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

Manufacturer's current (dated) price list(s) or Vendor Catalog must be uploaded electronically on [www.Demandstar.com](http://www.Demandstar.com) with the bid response. Failure to submit documentation may result in disqualification of submitted bid.

- F. **FREIGHT:** Freight/shipping charges will be paid by the bid awarded bidder.
- G. **PLACING AN OFFER:** All offers must be submitted electronically to Demandstar.com. Per the District request, Demandstar will not allow offers to be submitted after the closing date and time. **Hard copy bids will not be accepted.**

Please note that offers cannot be submitted until all attachments have been opened by the bidder (some requiring completion) on [www.Demandstar.com](http://www.Demandstar.com). **Allow plenty of time to complete your offer.**

If necessary, an addendum will be distributed by Demandstar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

- H. **SUSTAINABILITY:** The use of sustainable product, when available is preferred. Bidder is to submit manufacturer's Environmental Policy regarding sustainable furniture and "green" products.

- I. **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.

- J. **QUALIFICATIONS:** Bidder must submit written documentation with bid substantiating experience requirement. Any of the following documentation will be acceptable:

1. Copies of state or county licenses showing date business was opened.
2. Copy of incorporation papers showing date of opening.
3. A notarized statement affirming the opening date of the business.
4. A notarized statement affirming previous years of experience of the principals of the firm.

The bidder shall have a place of business for contact by District personnel during normal working days.

- K. **REFERENCES:** The bidder shall have maintained continual work experience in the delivery and installation of Educational Furniture in schools for a period of three (3) years prior to this bid opening date.

Bidder must submit a minimum of three (3) references which show experience in the delivery and installation of Educational Furniture within the past three (3) years to schools.

- L. **AUTHORIZED MANUFACTURER'S REPRESENTATIVE:** By signing this bid, bidders certify that they are authorized by the manufacturer to sell and/or service the products on which bids are being submitted. Verification of authorization as manufacturer's representative or dealer may be requested by the Purchasing Department.

- M. **WARRANTY:** All products shall be warranted by the manufacturer against mechanical, electrical, and workmanship defects for a warranty period of at least fifteen (15) years, or the period stated in the manufacturer's warranty, whichever is greater. Fabric and pneumatic cylinders shall be warranted for a minimum of one (1) year.

Should defects become evident within the warranty period, the awarded vendor shall either repair the defective parts and materials or replace the item at no additional cost. The warranty period shall start with the date of product acceptance and shall be extended to include times during which the products are out of service for warranty repair.

- N. **QUANTITY DISCOUNTS:** Bidder is urged to offer additional discounts for one-time delivery of large, single orders of any assortment of items. Such discounts will not be considered in evaluation of bid.

- O. **PRICE REDUCTIONS:** If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District.

- P. **SALES PROMOTION / PRICE REDUCTION:** It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional education discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

- Q. **PRICE ADJUSTMENT:** The discount percentage, terms and conditions contained in the bid are to remain firm throughout the contract period. If, during the contract period, the bidder issued replacements to the catalog(s) and/or manufacturer's price list(s) submitted with the bid, such replacements are to be forwarded to the District Purchasing Department no less than **14 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.

- R. **INSTALLATION AND INSTALLER REQUIREMENT:** Installation is to be performed and supervised by qualified personnel employed by awarded bidder. If any third party installation personnel (not directly employed by the vendor's firm) will be utilized, vendor(s) submitting a bid must complete Installation Services Information document in this bid. This document must be electronically uploaded on [www.Demandstar.com](http://www.Demandstar.com)

Bidder shall be responsible for off-loading, setup, and assembly. The successful bidder shall also be responsible for the removal and dunnage of all cartons, packaging or trash as a result of setup/assembly of purchased items. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition. There will be no additional charges for installation during non-regular work hours or other unique applications unless agreed upon in writing and approved by the Purchasing Department prior to installation services being performed.

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

Bidder shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

Installers shall conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language on school property is strictly prohibited.

The use of any controlled substance including alcohol on District property is strictly prohibited. If bidder suspects an employee is under the influence while on District property, it is the bidder's responsibility to transport the employee off District property immediately. Smoking on school property is strictly prohibited.

Individuals engaged in any activities encompassed by this term bid are strictly forbidden from any form of interaction with students. Violation of this provision shall result in removal of the individual(s) involved from the school site, the project, and further, Bidder may be prohibited from employing the individual in any future work with the District performed under this term bid.

Personnel shall be in a company uniform shirt during the performance of installation duties and **MUST** visibly display School District issued badge at all times.

- S. **SUB-CONTRACTING:** If a bidder 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. Refer to Installation Services Information. 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. Refer to Installation Services Information. Sub-contractor, as a third party representative, is required to adhere to same standards, rules and regulations of this bid as outlined herein.

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. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

**NOTE:** If, during the contract period, there are any changes (additions or deletions) to the listing of sub-contractor(s) as stated in the Installation Services Information Document submitted with this bid, awarded bidder(s) must notify the Purchasing Department in writing and submit a revised Installation Services Information Document. No installation will take place prior to receiving written approval from the Purchasing Department.

- T. **CONFORMANCE TO CODES:** The bidder shall be responsible for verifying furniture configuration fits the designated space and all aisles, openings, and doors meet local fire and safety codes and are in conformance with current ADA regulations. Furniture offered must meet all current fire and flammability codes.
- U. **CORRECTION OF WORK:** The vendor shall promptly correct all work rejected by the District as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The vendor shall bear all costs of correcting such rejected work, including compensation for the District's additional services made necessary thereby.
- V. **STORAGE:** Should the School District of Palm Beach County experience circumstances that cause the scheduled installation of products to be delayed due to site not being accessible or safe, bidder must be able to supply storage facilities into which product can be placed until installation can be accomplished at no cost to the School District.
- W. **SERVICE:** The awarded bidder(s) shall be responsible for repair and return of furniture and keeping owner fully informed of progress, whether repairs are made at the school or department or the service facility, factory or other authorized locations. No cost shall be incurred by the School District for warranty service nor shall any School District personnel provide labor to perform same.

- X. **LIQUIDATED DAMAGES:** Should the bidder fail to complete the work within the time specified on the purchase order, and provided the contractor has not previously obtained an extension of time, the School District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$750.00 per day for each calendar day that work remains uncompleted after the time allotted.
- Y. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Anne Berry, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

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

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an 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.

- Z. **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 **Early Payment Terms Document**.

**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.**

- AA. **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.
- BB. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent will not be honored.
- CC. **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.
- DD. **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.
- EE. **VARIANCES:** State any variances, however slight, to the bid specifications on the Variances Document included in this bid. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.
- FF. **BALANCE OF LINE:** The "balance of line" shall include products and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee(s). The School District reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendor as they occur. Refer to Additional Information Document.
- GG. **MINIMUM ORDER:** If bidder wishes to set a minimum order amount, they must so indicate in space provided in this bid. Refer to Additional Information Document.
- HH. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- II. **BID QUESTIONS:** All questions related to this bid must be submitted by email to Anne Berry, Purchasing Agent at [anne.berry@palmbeachschools.org](mailto:anne.berry@palmbeachschools.org) and must be received no later than July 27, 2011 at 5:00PM EST. All questions will be answered and listed on Demandstar after the date and time above.

JJ. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with **Demandstar** and at the Fulton Holland Educational Services Center Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, on August 17, 2011 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.

## **INSTRUCTIONS TO BIDDERS**

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, 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 Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. 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 Board of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:**
  - a. 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. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
  - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
4. **BIDS:** Bids will be received electronically through a secure mailbox at BidSync, 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 its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, 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 Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the 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.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all 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 Invitation to Bid and must be agreed to by all bidders:

The Board or its 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:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services 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 Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.**

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to 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 Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid 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.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder 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 Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **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 to provide any goods or services to a public entity, may not submit a bid to 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder 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 awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
14. **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 BidSync, 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 the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

16. **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 awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **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. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 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, Florida Statutes.
18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the 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 Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder 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 a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District 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 the Invitation to Bid.
20. **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.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in 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 District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the 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 Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

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 section 435.04, Florida Statutes, will enter onto any school site.

22. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder 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 bidder 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 bidder'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 bidder which may be caused or created by the affected product. The awarded bidder 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 bidder 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.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. 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.
  
4. **MINORITY BUSINESS PARTICIPATION:** The School Board 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 and Women 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.palmbeachschools.org/mwbe/> .

Bidders 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. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

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 District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of

Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

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.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, 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.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder 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.
7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
  - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
  - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

This article will survive the termination of the Contract.

8. **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.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, 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.

11. **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.

12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded 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**.
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto 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, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. 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.
20. **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.
21. **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.
22. **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.
23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or 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.**

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.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 section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, 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 section 120.57(3)(b), Florida Statutes 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 Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. 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.

26. **TIE BID:** 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 preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, 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.
27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to 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.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

VENDOR NAME: \_\_\_\_\_

## 12C-1L BID SUMMARY SECTION II: ADDITIONAL MANUFACTURERS

Products of other manufacturers not already listed in Section I may be submitted for consideration of award.

Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

The bidder should complete only those areas that are shaded in yellow.

Manufacturer's current (dated) price list(s) must be uploaded electronically on [www.Demandstar.com](http://www.Demandstar.com) with the bid response. Failure to submit documentation may result in disqualification of submitted bid.

Additional lines may be added.

Item No.	Manufacturer	Percentage Discount Off Manufacturer's Price List <b><u>(No Installation)</u></b>	%	Percentage Discount Off Manufacturer's Price List <b><u>(with Assembly and Installation)</u></b>	%
1			%		%
2			%		%
3			%		%
4			%		%
5			%		%
6			%		%
7			%		%
8			%		%

Item No.	Manufacturer	Percentage Discount Off Manufacturer's Price List <b><u>(No Installation)</u></b>	%	Percentage Discount Off Manufacturer's Price List <b><u>(with Assembly and Installation)</u></b>	%
9			%		%
10			%		%
11			%		%
12			%		%
13			%		%
14			%		%
15			%		%
16			%		%
17			%		%
18			%		%
19			%		%
20			%		%
21			%		%
22			%		%
23			%		%
24			%		%
25			%		%

VENDOR NAME: \_\_\_\_\_

## 12C-1L BID SUMMARY SECTION I: MANUFACTURER'S DISCOUNT

Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

The bidder should complete only those areas that are shaded in yellow.

Manufacturer's current (dated) price list(s) must be uploaded electronically on [www.Demandstar.com](http://www.Demandstar.com) with the bid response. Failure to submit documentation may result in disqualification of submitted bid.

Item No.	Manufacturer	Percentage Discount Off Manufacturer's Price List <b><u>(No Installation)</u></b>	%	Percentage Discount Off Manufacturer's Price List <b><u>(with Assembly and Installation)</u></b>	%
1	Agati Furniture		%		%
2	Allied Plastics Co. Inc.		%		%
3	Amtab Manufacturing		%		%
4	Atlantic Metal		%		%
5	Big Cozy Books		%		%
6	BioFit Engineered Products		%		%
7	Bretford Manufacturing, Inc.		%		%
8	Brodart		%		%
9	Burroughs Corporation		%		%
10	Carpets for Kids		%		%
11	Childcraft		%		%
12	Community Furniture (Jasper Group)		%		%

Item No.	Manufacturer	Percentage Discount Off Manufacturer's Price List <b><u>(No Installation)</u></b>	%	Percentage Discount Off Manufacturer's Price List <b><u>(with Assembly and Installation)</u></b>	%
13	Correll, Inc.		%		%
14	Crest Manufacturing		%		%
15	Diversified Woodcraft		%		%
16	Educational Specialty Furniture		%		%
17	Estey / Division of Tennsco Corporation		%		%
18	Fixtures Furniture		%		%
19	Fleetwood Group		%		%
20	Global		%		%
21	Gressco LTD		%		%
22	Hugh Robinson, Inc.		%		%
23	Jasper Chair Company		%		%
24	Jonti-Craft		%		%
25	Joy Carpets		%		%
26	Kingsley Library Equipment		%		%
27	Krueger International, Inc.		%		%
28	Luxor Furniture		%		%
29	Magnuson Group		%		%
30	Mahar		%		%
31	Midwest Folding Products		%		%
32	Mooreco (Balt/Best-Rite)		%		%
33	National Public Seating		%		%
34	Nova Solutions		%		%
35	Palmer Hamilton		%		%
36	Patterson Pope		%		%
37	Peter Pepper Products		%		%
38	Plymold		%		%
39	Royal Seating		%		%
40	Russwood		%		%
41	Safco Products Company		%		%

Item No.	Manufacturer	Percentage Discount Off Manufacturer's Price List <b>(No Installation)</b>	%	Percentage Discount Off Manufacturer's Price List <b>(with Assembly and Installation)</b>	%
42	Sandusky Lee		%		%
43	Screenflex		%		%
44	Sico America		%		%
45	Spec Furniture		%		%
46	Stylex		%		%
47	Tab Products		%		%
48	Tennsco Corporation)		%		%
49	The Worden Company		%		%
50	TMC Furniture, Inc.		%		%
51	Toldeo Furniture		%		%
52	USA Capital (Capitol Seating Company)		%		%
53	Versteel		%		%
54	Virco		%		%
55	VS America		%		%
56	Waddell		%		%
57	Wenger		%		%

VENDOR NAME: \_\_\_\_\_

**12C-1L BID SUMMARY**  
**SECTION III: CATALOG DISCOUNT**

Catalog Discount applies only to Private Label and manufacturer's not awarded in Sections I and II.

Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

The bidder should complete only those areas that are shaded in yellow.

Vendor's current (dated) catalog must be uploaded electronically on [www.Demandstar.com](http://www.Demandstar.com) with the bid response. Failure to submit documentation may result in disqualification of submitted bid.

Item No.	Catalog Name	Percentage Discount Off Catalog Price	%	Percent Discount Off Catalog Price (with Assembly and Installation)	%
1			%		%

## 12C-1L - ADDITIONAL INFORMATION DOCUMENT

**VENDOR NAME:** \_\_\_\_\_

Note: Document must be uploaded electronically to [www.Demandstar.com](http://www.Demandstar.com) each Manufacturer or Catalog.

This Additional Information will not be used in the evaluation of the bid.

**1. Additional Quantity Discounts - by Manufacturer**

List additional percent discounts off manufacturer's price list applicable to any single order of any combination of items to be delivered at one time to one location:

Manufacturer Name: \_\_\_\_\_

Price List Name/Number/Date: \_\_\_\_\_

TOTAL DOLLAR	ADDITIONAL PERCENT DISCOUNT OFF MANUFACTURER'S PRICE LIST (with Assembly and Installation)
\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %
\$ _____	_____ %

**2.. Additional Quantity Discounts - Catalog**

List additional percent discounts off Catalog price applicable to any single order of any combination of items to be delivered at one time to one location:

Catalog Name: \_\_\_\_\_

Number/Date: \_\_\_\_\_

TOTAL DOLLAR	ADDITIONAL PERCENT DISCOUNT OFF CATALOG PRICE LIST	ADDITIONAL PERCENT DISCOUNT OFF CATALOG PRICE LIST (with Assembly and Installation)
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %
_____	_____ %	_____ %

<b>3. Delivery (after receipt of order):</b>	_____ (calendar days)	
<b>4. Minimum Order Amount: (If applicable)</b>	\$ _____	
<b>5. School District Purchasing Card Accepted?</b>	<input type="checkbox"/> yes	<input type="checkbox"/> no
<b>6. Balance of Line Discount:</b> The "balance of line" shall include products and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee(s)	_____ %	
<b>7. Additional Services:</b>		
a. Provide quotes for Reupholstering?	<input type="checkbox"/> yes	<input type="checkbox"/> no
b. Provide quotes for Reupholstering?	<input type="checkbox"/> yes	<input type="checkbox"/> no
c. Provide quotes for Moving Furniture?	<input type="checkbox"/> yes	<input type="checkbox"/> no
d. Provide quotes for Furniture Cleaning?	<input type="checkbox"/> yes	<input type="checkbox"/> no
e. Provide quotes for Furniture Touch-Up and Repair?	<input type="checkbox"/> yes	<input type="checkbox"/> no
<b>8. Re-Cycling Program Available?</b> If yes, please provide information.	<input type="checkbox"/> yes	<input type="checkbox"/> no

**12C-1L - INSTALLATION SERVICES INFORMATION**

1. All delivery and installation services will be performed only by employees of \_\_\_\_\_ . This includes any site visits or other activities related to fulfillment of the terms of this contract.  
(Bidder's Business Entity)

2. Our firm, \_\_\_\_\_, will utilize a third party provider(s) for delivery and installation services. In order to ensure that those acting as our agents in the fulfillment of this contract are in compliance with all statutory requirements of the Jessica Lunsford Act, we are providing the following information for your records.  
(Bidder's Business Entity)

List the firm(s) that your firm will be utilizing in third party delivery and installation services.

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**

**AREA REPRESENTATIVE**

Please list the contact for this contract

Vendor Name:	_____
Area Representative:	_____
Address:	_____
City/Zip Code:	_____
Telephone:	_____
Fax Number:	_____
Cell or Nextel:	_____
Emergency Number:	_____
Email Address:	_____

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT**

**EARLY PAYMENT TERMS**

<b>BID NAME / NUMBER:</b> _____
<b>VENDOR NAME:</b> _____

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here \_\_\_\_\_.

<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. <b>(please choose one)</b>
<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.

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**

**REFERENCES**

**This information will be used in the evaluation of this bid.**

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

	<b>Vendor Name:</b>	_____
1.	Reference:	_____
	Name of Firm:	_____
	Scope of Work:	_____
	Cost of Service:	_____
	Date of Service:	_____
	Contact Person:	_____
	Address:	_____
	Phone #:	_____
	Email:	_____
	<b>Vendor Name:</b>	_____
2.	Reference:	_____
	Name of Firm:	_____
	Scope of Work:	_____
	Cost of Service:	_____
	Date of Service:	_____
	Contact Person:	_____
	Address:	_____
	Phone #:	_____
	Email:	_____

	<b>Vendor Name:</b>	_____
3.	Reference:	_____
	Name of Firm:	_____
	Scope of Work:	_____
	Cost of Service:	_____
	Date of Service:	_____
	Contact Person:	_____
	Address:	_____
	Phone #:	_____
	Email:	_____
	<b>Vendor Name:</b>	_____
4.	Reference:	_____
	Name of Firm:	_____
	Scope of Work:	_____
	Cost of Service:	_____
	Date of Service:	_____
	Contact Person:	_____
	Address:	_____
	Phone #:	_____
	Email:	_____
	<b>Vendor Name:</b>	_____
5.	Reference:	_____
	Name of Firm:	_____
	Scope of Work:	_____
	Cost of Service:	_____
	Date of Service:	_____
	Contact Person:	_____
	Address:	_____
	Phone #:	_____
	Email:	_____





THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Solicitation No. \_\_\_\_\_ Solicitation No./ Title \_\_\_\_\_

Corporate Name \_\_\_\_\_

Tax FEIN No. \_\_\_\_\_

Before me, the undersigned authority, personally appeared, \_\_\_\_\_ ("Corporate Representative") this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ , who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
- 2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

B. Persons or corporate entities owning 5% or more:

Name	Address	Percentage

C. Stock held for others and for whom held:

1. Name / 2. From Whom Held	Address	Percentage
1.		
2.		
1.		
2.		
1.		
2.		

CORPORATE REPRESENTATIVE By: \_\_\_\_\_

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ , by \_\_\_\_\_ Such person(s) (Notary Public must check applicable box).

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

(NOTARY PUBLIC SEAL)

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

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



## 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.

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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COMPANYNAME

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

SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

**DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

Organization Name \_\_\_\_\_

Solicitation Number or Project Name \_\_\_\_\_

Name and Title of Authorized Representative \_\_\_\_\_

Date \_\_\_\_\_

## INSTRUCTION CERTIFICATIONS

1. By electronic submission of this form the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**School District of Palm Beach County**

**MINORITY CERTIFICATION INFORMATION**

\* Check here if N/A: \_\_\_\_.

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices  
School District of Palm Beach County  
3300 Forest Hill Boulevard, Suite A-106  
West Palm Beach, FL 33406-5871  
Phone: (561) 434-8508

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

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

Palm Beach County School District \_\_\_\_\_

State of Florida \_\_\_\_\_

If yes, expiration date \_\_\_\_\_

Minority Classification \_\_\_\_\_

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:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____



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

# Participation Letter of Intent

**Minority/Women Business Enterprise (M/WBE)**    **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 434-8508.

**Form must be submitted to BidSync.com**

BID/RFP or Project Name \_\_\_\_\_

BID/RFP or Project # \_\_\_\_\_

Name of Bidder/Construction Manager \_\_\_\_\_

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

Individual       Partnership       Corporation       Joint Venture\*

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

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

Subcontractor       Subconsultant       Manufacturer       Supplier

The undersigned is:  Certified with the School District of Palm Beach County M/WBE Coordinator

Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is: (MWBE must check one in column 1 and column 2; Column 2. completed by both MWBE or SBE; Column 3 completed by MWBE or SBE if applicable)

**Column 1 (MWBE ONLY)**

**Column 2 (MWBE ONLY)**

**Column 3**

- African American       Native American       Female       Physically Impaired
- Asian American       American       Male
- Hispanic American

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

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

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

Name of M/WBE or SBE Subcontracting Firm \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

**INTERNAL USE ONLY - ROUTING DISPOSITION**  
 All executed originals of the form must be submitted to the  
 Office of Diversity in Business Practices  
 3300 Forest Hill Blvd., A-106, West Palm Beach, FL 33406-5813

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**BID NO. 12C-1, EDUCATIONAL FURNITURE**

**QUESTIONS AND RESPONSES**

**July 28, 2011**

**Question 1:** If a Manufacturer is not awarded this bid/contract, can Palm Beach Schools purchase via a Florida State Contract should the need arise?

**Response:** The award for this Bid will identify the primary vendor(s) to be used for purchases of this commodity within this District. Although the use of piggyback contracts from other governmental agencies is possible, it will be used only as a secondary resource.

**Question 2:** Question/clarification: Item#9 on 12C-1L Bid Summary, Section 1: Manufacturer's discount. We would like to clarify that Borroughs Corporation is Borroughs Wilsonstak Library shelving not Office Products (which is another Division)

**Response:** Refer to Special Condition "EE", Variances.

## 12C-1L - BID PREPARATION CHECKLIST

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response.

Check off each of the following as you comply:

This form does not need to be supplied with your response.

- \_\_\_\_\_ Bidder Acknowledgement
- \_\_\_\_\_ Bid Summary: Sections I, II and III
- \_\_\_\_\_ Manufacturer's Price List/Vendor Catalog
- \_\_\_\_\_ Environmental Policy - Special Condition "H"
- \_\_\_\_\_ Documentation as stated in Special Condition "J"
- \_\_\_\_\_ References
- \_\_\_\_\_ Installation Services Document
- \_\_\_\_\_ Early Payment Terms
- \_\_\_\_\_ Area Representative Document
- \_\_\_\_\_ Variances
- \_\_\_\_\_ Additional Information
- \_\_\_\_\_ Minority Certification Information
- \_\_\_\_\_ Form 0580, Drug-Free Workplace Certification
- \_\_\_\_\_ Debarment Certification
- \_\_\_\_\_ Minority Certification Letter of Intent
- \_\_\_\_\_ Beneficial Interest and Disclosure of Ownership