

School District of Palm Beach County FL



Solicitation No.

14C-33W

**TERM CONTRACT FOR CARD ACCESS EQUIPMENT,
INSTALLATION AND SERVICES**

.....

RESPONSES ARE DUE PRIOR TO:

2:00 PM, EST, MONDAY, MARCH 10, 2014

.....

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

.....

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Date: February 14, 2014

ADDENDUM NO.: 1

INVITATION TO BID NO.: 14C-33W

TITLE: TERM CONTRACT FOR CARD ACCESS EQUIPMENT, INSTALLATION AND SERVICES

RETURN DATE: Monday, March 10, 2014, 2:00 P.M. EST

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

Section F: Pre-Bid Conference, Tuesday, February 18, 2014, 1:00 PM

INSTRUCTIONS FOR LOGGING ON TO AUDIO BRIDGE

1. The phone number to the telephone bridge is 357-1100 or PX 2-1100.
2. The conference security code is 2313 followed by the # sign.
3. You will then be connected to the conference.

Teleconference participants please note the following:

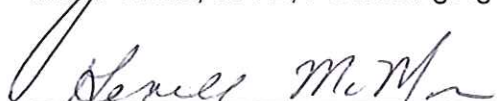
DO NOT place your phone on Hold at any time while you are participating in a teleconference. Music and messages transmitted while you are on hold will cause electronic interference for the individuals remaining on the audio bridge. Once the conference call is over, or if you must speak to someone else while on a teleconference, please HANG UP YOUR PHONE IN ITS CRADLE. If and when you are ready to return to the conference call, repeat steps 1 thru 4.

If you have any problems logging in to the conference please call Tom Orloff at 684-5156 or PX 4-5156.

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



Jackie Walsh, CPPB, Purchasing Agent


Genell McMann, Purchasing Manager

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

Date: February 23, 2014

ADDENDUM NO.: 2

INVITATION TO BID NO.: 14C-33W

TITLE: TERM CONTRACT FOR CARD ACCESS EQUIPMENT, INSTALLATION AND SERVICES

RETURN DATE: Monday, March 10, 2014, 2:00 P.M. EST

This addendum reflects the Questions posed at the Pre-Bid Meeting at 1:00, Tuesday, February 18, 2014.

- Q1. In Phase I regarding the hardware, are you going to be purchasing for all the schools at one time or ten at a time?
- A1. It will not be purchased all at one time. We started the upgrades with 10 schools but each phase could have 2 or 3 at a time. It is not structured.
- Q2. Are you providing us with individual drawings and are we doing the engineering, signing and sealing them for permitting? Is it per school?
- A2. Yes you will get drawings on each walkthrough and it is per school but with low voltage it does not need to be signed and sealed for permitting.
- Q3. Do the plans need to be inspected for fire codes?
- A3. The majority of the card access work will be walkway control. We utilize custom made aluminum gates which are more like a door and are framed in and bolted to the ground. Additionally, no project or plans or the installation of any materials shall be implemented for any facility owned or controlled by The District of Palm Beach County without an approved set of permitted drawings by the Building Code Services Department. All work and plans will be reviewed and inspected to insure compliance with the Florida Building Codes, the Florida Fire Prevention Codes and the School District of Palm Beach County's Specifications and Codes.
- Q4. Do the gates currently have a lock mechanism in place?
- A4. They will have two mechanisms. One which is the card access and the other is a key lock in case the power is down. Most of the doors will have panic hardware for egress of students and staff.
- Q5. These are gates so what would stop someone from putting their hand through?
- A5. There will be a metal plate to prevent getting anything through.
- Q6. In the situations you have described, there will be a gate around the perimeter and will the person allowing visitors in need the functionality to see or speak to the visitor.
- A6. Yes, we utilize Aiphones so the front office can see and talk to any visitor. They are part of the card access bid.

- Q7. Are the Aiphones going to be single or multi-usage? Are they networked to be multi-use?
- A7. Yes, both and we use AX version.
- Q8. When will the drawings be given out?
- A8. Drawings are not given out. If you review Section IV of the bid, once the pool of vendors are awarded, a walkthrough of each school that is ready for an upgrade will be scheduled. At that time, you will be handed a drawing of the school and the location of the needed access upgrades. You will then have 15 days to submit two sets of certified shop drawings, two copies of installation drawings and instructions as provided by the manufacturer for each item installed to School Police Security Systems and the District Building Department for approval. See Section GG of Special Conditions. This should also include your itemized quote reflecting parts with the MSRP, the discount offered and then the extended price and the amount of hours to perform the work.
- Q9. When will the work start?
- A9. 14C-33W will begin April 22, 2014. After that date, the District will arrange which schools to walkthrough.
- Q10. In Section I there are 8 AMAG parts that are from the Legacy collection. They are old and are getting very expensive to buy and are getting less support. There are newer parts out there so if you were to upgrade a school why not use a M2150 with a network card instead of the MDU4?
- A10. In some cases we will upgrade as you suggested but there is still a need for the Legacy items when an upgrade is not possible but a part for an existing system needs replacement.
- Q11. Do the parts need to be GSA listed?
- A11. No
- Q12. Regarding Section III for the catalog discount, I see a problem with the AMAG discount as they give me different pricing structures depending on the part. How do we address that?
- A12. You need to give your best pricing discount.
- Q13. What is the current number of readers and controllers in place?
- A13. Approximately 35,000 in 185 schools and 20 ancillary sites.
- Q14. Would there be a problem with programming of the readers? Is there a structure set up? How can we tell all is functional?
- A14. Since we are requiring AMAG authorized installers, you can work with AMAG engineers or school security staff to work through any issues but we have not had that kind of a situation.
- Q15. Who will handle the licensure of the AMAG readers?
- A15. The District will handle that.

Q16. Will there be fire doors with MAG locks tied into fire suppression systems?

A16. It would be a rare situation for that to be a part of this bid but may be necessary in some cases and in these cases all work shall be completed in accordance with codes.
See A3 and A21

Q17. Is this the weed down point where you select 5 acceptable vendors to do the work?

A17. No, there is no limit as to how many vendors will be able to provide for Section IV providing the vendor meets all the requirements stated within the bid. Once you are awarded Section IV you will be given an opportunity to attend a walkthrough and submit your drawings and quote.

Q18. So we have to rebid each school?

A18. Yes, but there may be instances when we can award a group of schools if they have the same footprint and the work will be the same for each school. All others will be done on a per school basis.

Q19. How can we come up with a pricing structure without seeing the schools?

A19. You will have an opportunity to walk the schools. Section IV allows for an hourly rate to perform the installation and you also will have an opportunity to fill out the other Sections of the bid to provide any discount you plan on offering the District for the parts.

Q20. You state the program will last 4 to 5 years. How can we set a price for that long with the cost of living going up?

A20. 14C-33W term is for two years with the option to renew for three additional one year periods. During the option to renew periods you can submit updated pricing.

Q21. Can we go back to what concerns me, if we put a MAG lock on a door and we don't have a permit and it is not approved by the fire department and the fire marshal comes and pulls that pull station because that door does not lock, they will come back on my license because it is not tied into the fire suppression system like it is supposed to be, that is why I personally would not put a MAG lock on a door without it being approved by the fire department.

A21. The School District of Palm Beach County being a self governing entity as set forth by the State of Florida is its own Authority having jurisdiction and its Building Code Services Department is the authority to enforce The Florida Building Code, The Florida Fire Prevention Code and The School District of Palm Beach County's Specifications and Codes. No project or the installation of any material will be allowed to proceed without an approved set of permitted drawings by the Building Code Services Department who shall insure compliance with all specification and codes.

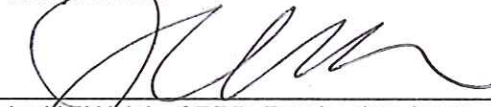
Q22. Is there a set aside for SBE.

A22. No but there is a 5% preference for Minority with the exception of Section III which is an award to all.

Q23. Is there a bond requirement?

A23. No.

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



Jackie Walsh, CPPB, Purchasing Agent



Genell McMann, CPPO, Purchasing Manager

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:

E-Mail Address:

Area Code / Telephone Number:

Toll-Free Telephone Number:

Fax Number:

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.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid :

Title of Company Representative:

Date:

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 of Authorized Representative: _____

Title of 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

PURCHASING DEPARTMENT

AREA REPRESENTATIVE

Please list the contact for this contract
Add additional forms if necessary

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

SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

VARIANCES

<p>BID NAME / NUMBER _____</p> <p>VENDOR NAME: _____</p>
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*If vendor chooses not to participate in Variances Document, please acknowledge by placing N/A here → _____.

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



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

MINORITY CERTIFICATION INFORMATION

* Check here if N/A: Form [must be submitted to Demandstar.com](http://www.demandstar.com).

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.palmbeachschools.org/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>
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

EARLY PAYMENT TERMS

BID NAME/NUMBER: _____
VENDOR NAME: _____

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

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

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

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

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

REFERENCES

Vendor Name: _____

Bid number/Name: _____

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.

Reference 1 – New Customer (one year or less)

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 2 – Past Customer (currently not doing business)

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 3 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 4 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

Reference 5 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	
Date of Service:	
Contact Person:	
Email:	
Phone #:	
Address:	

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 AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:
 - 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 act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
 - C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
 - D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

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. Such indemnification shall cease at such time the contract would not be renewed.

The School Board shall defend, indemnify, and hold harmless _____ and its officers, agents, and employees from any and all claims, damages, suits, attorneys' fees, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever that arise of out any acts or omissions in the School Board's performance of this Agreement.

Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this 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.

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 Demandstar.com 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 Demandstar 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 at Demandstar.com. 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.

School District of Palm Beach County FL



Solicitation No.

14C-33W

**TERM CONTRACT FOR CARD ACCESS EQUIPMENT,
INSTALLATION AND SERVICES**

.....
RESPONSES ARE DUE PRIOR TO:

2:00 PM, EST, MONDAY, MARCH 10, 2014

.....
RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

.....
The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

14C-33W - SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure firm prices for Sections I and II, secure single fixed percentage discounts for Section III and establish a pool of awarded vendors for Section IV for the **Term Contract for Card Access Equipment, Installation and Services**, as specified herein.
- B. **DELIVERY:** Deliveries for Sections I, II and III shall be FOB destination School District of Palm Beach County, School Police, 1481 Australian Avenue, Riviera Beach, FL 3304. Deliveries are to be made during the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays. Successful bidders shall be responsible for tailgate deliveries. Delivery requirements do not apply for Section IV.
- C. **DEMANDSTAR:**
1. All offers must be submitted electronically to Demandstar.com.
 2. DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.
 3. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
 4. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.
 5. **The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time.** Allow plenty of time to complete your offer.
 6. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must 'Submit' your Bid Response.
After clicking "Submit Response" the following process will begin:
 - DemandStar will verify that your response is complete as entered.
 - You will see a confirmation page with your confirmation number and date/time stamp of your upload.
 - You will receive a confirmation e-mail indicating a successful response submittal.
- If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712.**
- For additional information please go to:**
<http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf>
7. Hard copy bids will not be accepted.
 8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

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.

D. **AWARD:**

Section I

Items will be awarded by group to the lowest bid from a responsive, responsible bidder meeting the terms and conditions contained herein unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

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

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of M/WBE awards as provided herein. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

Section II - Items will be awarded by line item to the lowest bid from a responsive, responsible bidder meeting the terms and conditions contained herein, unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of M/WBE awards as provided herein. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

Section III

In order to meet the needs of the various departments and in the best interest of the School District, awards shall be made to ALL responsive, responsible bidders offering a fixed percentage discount off each manufacturer's/distributor's price list/catalog and comply with specifications, terms, and conditions to provide single fixed percentage discounts to be deducted from price list/catalog list prices. Bidders who offer the highest fixed percentage discount should be in the best position to receive the majority of orders. Bidders are not required to bid on each manufacturer/distributor. The District will accept a discount of zero (0%).

Section IV

Contract will be awarded to multiple responsive, responsible bidders meeting pre-qualifications, specifications, terms, and conditions of this bid, in order to create a pool of awarded vendors to provide services described herein. The District will request services on an as needed basis, during the term of this contract beginning from the date of award. Projects will be awarded to the lowest quote from the awarded vendors unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) quote price does not exceed the lowest quoter's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible quoter will be awarded the project and the goals shall be deemed waived. It shall be at the discretion of the District to determine the total number of awarded vendors (hereinafter referred to as the contractor) on this contract.

Whenever work or services are required, all awarded vendors under Section IV will be invited to provide a quote based upon pricing, terms and conditions from the awarded bid. A scope of work will be provided to each contractor, and in most cases a walk-through will be scheduled. **All quotes shall include the cost for labor, materials and installation/repair and the pricing shall be broken out for verification of pricing against pricing submitted by awarded vendors on the Bid Summary Sheet submitted with vendor's response to this bid.** There will be no additional charge for consultation or troubleshooting on any particular project. The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of a project cannot fulfill their commitment.

For all Repairs, Installations, and or Services under this contract that are estimated by the project coordinator to be less than \$10,000; a rotational award process will be utilized for these purchases.

Contractors acknowledge that work will be performed only after receipt of an authorized purchase order.

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.

- E. **TERM OF CONTRACT:** The term of this contract shall be for two (2) years from date of award, and may, by mutual agreement between the School District and the awardee, be renewable for three (3) 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; however, nothing prohibits the District from accepting lower pricing during the term of this contract.

- F. **PRE-BID MEETING**: A pre-bid meeting will be held on Tuesday, February 18, 2014. Meeting will start at 1:00 PM. Address: 3300 Forest Hill Blvd, Thurber C, West Palm Beach, FL 33406. District representatives will be on hand to field questions. Questions at this meeting will be responded to the best ability at this time; however, the final and binding response will be posted in an addendum. Those who cannot attend the meeting can select to attend via a telephone conference call. Please contact Jackie Walsh by email, Jackie.walsh@palmbeachschools.org for telephone conference call information.

G. **REFERENCES**

The bidder(s) shall supply five (5) references of companies they have serviced and provided continual work experience in the installation and servicing of AMAG hardware and software products for a period of five (5) years prior to this bid. The Reference Document in this bid is required to be completed by those bidder(s) who are bidding on Section IV in order to be given consideration. Failure to provide this documentation may result in rejection of bid.

H. **PLACING AN OFFER**

All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted.

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.

- I. **BID QUESTIONS**: All questions related to this bid must be submitted by email to Jackie Walsh, Purchasing Agent at Jackie.walsh@palmbeachschools.org and must be received no later than Thursday, February 27, 2014 at 5:00PM EST. All questions will be answered and listed on DemandStar after the date and time above.
- J. **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 Wednesday, March 12, 2014, 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.

- K. **M/WBE GOAL:** The Goal Setting Committee has established a 5% 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, or on our web site at <http://www.palmbeachschools.org/mwbe/>.

- L. **SMALL BUSINESS ENTERPRISE:** Firms certified as a Small Business Enterprise with Palm Beach County (PBC) or the City of West Palm Beach (WPB) may apply for certification with the School District following the Interlocal Agreement procedures below:

- Complete the online School District SBE application which can be found at www.palmbeachschools.org/mwbe
- Complete the SBE affidavit
- Pay the \$150 processing fee online (www.palmbeachschools.org/mwbe)
- Provide a copy of SBE certificate from PBC or the City of WPB
- Provide the Interlocal Certification Cover Sheet from either PBC or City of WPB

- M. **ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:** The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.

- N. **PUBLIC RECORDS LAW**
The Contractor should be required by contract to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by

the public agency in order to perform the service.

- 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

- O. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board 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, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), 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 vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. 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 vendors 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 BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD 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, and \$5,000,000 Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we 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 Business Automobile Liability coverage as indicated above on the date of acquisition.

- P. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted to Jackie Walsh, Purchasing Agent at Jackie.walsh@palmbeachschools.org Jackie Walsh, Purchasing Agent is authorized only to direct prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Jackie Walsh**, nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.
- Q. **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 (Items cannot be grouped)
5. Purchase Order Number

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 invoices(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.

- R. **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.
- S. **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.
- T. **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.
- U. **PRICE INCREASES:** The firm prices shall be indicated in the spaces provided on the Item Response Form in Section's I, II, & III and item pricing will remain fixed for the first year of the contract. Upon each renewal period, item pricing may be adjusted due to market changes. The bidder(s) may submit a price increase in writing in accordance with the current CPI (Consumer Price Index), on manufacturers' letterhead to the Purchasing Department, listing the new item pricing, the bid number and description affected. There will be no increase accepted without this written documentation. Conversely, if there is a price decrease the bidder(s) will notify the Purchasing Department in writing as referenced above. Documentation should be sent to The School District of Palm Beach County Purchasing Department, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406-5813, Attn: Jackie Walsh, Purchasing Agent. The School District reserves the right to accept or reject the price

increase and may choose to use the next lowest bidder if deemed to be in the best interest of the School District.

- V. **FIRM PERCENTAGE DISCOUNT:** Bidder(s) shall indicate in the spaces provided on the Item Response Form in Section IV, their single firm fixed percentage discount offered for each manufacturer's/distributor's product line that is guaranteed for the term of the contract and any subsequent renewals. Bidders must bid a single fixed percentage discount, ex. 12% is acceptable; 11.075% is not acceptable. The District will accept a discount of zero (0%). The single fixed percentage discount quoted by the bidder(s) must apply to the price/catalog list prices of all price/catalog items per manufacturer and discounted prices will be reflected on the invoices.
- W. **PRICE ADJUSTMENT:** The fixed percentage discount, terms and conditions contained in the bid are to remain firm throughout the contract period. If, during the contract period, the bidder(s) issued replacements to the catalog(s)/price list(s) submitted with the bid, such replacements are to be forwarded to the District Purchasing Department no less than **seven days prior** to the effective date of the same, along with a written request for acceptance, referencing the bid number and stating the effective date of such change. The catalog(s)/price list(s) offered with the bid shall be firm against any increase for 180 days and once a year thereafter from effective date of contract. Bidder(s) must deliver copies of the replacement catalogs/price lists electronically or hard copy with new prices to the District's Purchasing Department at no cost to the District when authorized to do so.
- X. **CATALOG:** Bidder(s) shall furnish with this bid as an electronic attachment, one copy of their current catalog(s) with prices or price lists if no catalog(s) are available. Paper hard copy catalogs may be submitted via USPS, courier services or hand carried, prior to bid opening, delivered to The School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406-5813, Attn: Jackie Walsh, Purchasing Agent listed in this bid. Failure to provide this documentation may result in rejection of bid.
- Y. **MODEL UPDATES:** If, during the contract period, the awarded model is discontinued by the manufacturer, the awarded bidder must advise Jackie Walsh, the Purchasing Agent in writing of the non-availability of the contract item and submit complete descriptive literature for the new updated model for evaluation and approval by the end user. The new model must be the same manufacturer as the awarded contract item and must be offered to the District at the same firm price or less.
- Z. **QUALITY OF CARD ACCESS EQUIPMENT AND SOFTWARE:** All card access equipment and software purchased as a result of this award shall be original equipment from the manufacturer (OEM), be newest and best quality offered by the manufacturer, meet or exceed OEM specifications and standards, where applicable and be designed to work with the manufacturer's equipment no substitution or copies. Boxes must be factory sealed, not previously opened, and all factory markings unaltered.
- AA. **NO SUBSTITUTIONS:** Bids will be accepted only on the manufacturer name and numbers specified for items in Section's I and II of this bid.

- BB. **BALANCE OF LINE:** The "balance of line" shall include new products, parts and equipment. Documentation such as brochures and catalogs on upgraded and new products will be supplied to the District when available and upon request. Discontinued items shall be reported to the District by the bid awarded bidder(s) as they occur with recommendations of replacement products.
- CC. **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.
- DD. **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 the District during the contract period. No guarantee of the dollar amount of this bid is implied or given.
- EE. **WARRANTY:** Vendor shall guarantee products be free of defects under normal use and service for a period of one year or the manufacturer's warranty period, whichever is longer, from the date of acceptance by the School District. Vendor shall guarantee workmanship of repairs and/or installation of equipment to be free of defects under normal use and service for a period of one year or the manufacturer's warranty period, whichever is longer, from the completion date of repair or installation as accepted by the School District. Vendor shall bear the full obligation and cost of materials and labor for repair and/or replacement during the warranty period.
- FF. **AFTER WARRANTY REPAIRS:** Vendor shall enter on the Additional Information Document the after warranty rate for repairs. If the cost of repair is greater than 65% of part or equipment cost, repair will not be done and part will be returned to the District at no charge. There will be no charge for an estimate or diagnostic evaluation. A qualified service shop must do all repairs to equipment.
- GG. **SHOP DRAWINGS:** After notification of a project involving installation and prior to purchase and/or fabrication of any materials, the successful bidder will submit, within fifteen (15) days of request, two sets of certified shop drawings, two copies of all installation drawings and instructions as provided by the manufacturer for each item installed to School Police Security System Section and the District Building Department, for approval.

All Shop drawings shall clearly indicate the materials, complete list of itemized components, arrangements, profiles, size of parts, size of openings, assembly and erection details, fastenings, supports, anchors, reinforcements, clearances, hardware coordination, and all necessary connections to work of other trades.

A detailed plan will be prepared by the contractor and provided to the School Police Department Security Systems Section and the District Building Department for approval. The Drawings will show the locations of all equipment, cabling, lightning protection and hardware to be installed. All work shall meet the manufacturer's specification for the installation of their product and also comply with the District's Master Specification Manual.

Contractor may not proceed with any project without signed approval of the project drawings by The District Authorized Representative.

- HH. **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 or prior to use for approval. No sub-contracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District. Sub-contractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Vendors section of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

- II. **DELIVERY/INSTALLATION LEAD TIME:** Delivery time for specific bid items requiring installation will be delivered and installation started within thirty (30) days of receipt of Purchase Order. Bidder shall have access to all parts, materials, and equipment to accommodate the District within these time constraints. If a bidder cannot deliver within this time frame the District has the right to cancel the order and place an order with the next in line bidder. If a bidder cannot adhere to these requirements they may be removed from the bid at the District's discretion and may be recommended for debarment for a period of up to three (3) years. If there is a manufacturer's backorder that prevents the bidder from meeting the delivery times, the bidder will be responsible for obtaining a letter from the manufacturer on manufacturer's letterhead detailing the reason for the backorder and estimated release dates. Scheduling of installation will be mutually agreed to by the bidder and the District Representative/Coordinator, Security Systems Services or designee (phone: 561-882-8521).
- JJ. **QUALIFICATIONS:** Bidder(s) shall have work experience in the installation and servicing of AMAG hardware and software products listed on the Item Response Form in Section IV. **Those Bidder(s) bidding on Section IV, shall supply the following four (4) requirements:** 1.) Copy of Palm Beach County Local Business Tax Receipt (formerly Occupational license) showing date business was opened, 2.) Copy of Certification by AMAG to install and service their products, hardware and software, 3.) Bidder(s) must have a minimum of 4 certified AMAG technicians and provide copies of each technician's certification and 4.) Bidder(s) shall provide a current Florida Department of Business and Professional Regulations Certified Alarm System Contractor I License. Copies must be uploaded with the bid response. Failure to provide this documentation may result in rejection of bid.
- KK. **AREA REPRESENTATIVE:** Vendor should indicate in space provided on the Area Representative Document the name, address, phone/fax numbers, and email address (if available), of the vendor representative who will be available, upon request, to visit school or District sites, resolve billing and other problems.

KK. ORGANIZATION PROFILE: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company.

In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) *must be completed, signed, notarized and returned with your bid.*

LL. COMPANY FINANCIALS: Vendors should demonstrate the financial stability of their company and any applicable partner(s). If the vendor is a publicly traded company, they should provide their latest annual report. If the vendor is privately held, they should provide a history of their company and discuss specific financial indicators that exhibit financial stability and earnings growth.