

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**  
**REQUEST FOR PROPOSAL (RFP)**

**REQUIRED RESPONSE FORM**

**07C-004D**

**DATE:** April 16, 2007

**TITLE:** RFP FOR ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on May 30, 2007, and plainly marked 07C-004D. Proposals are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 30 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

**PROPOSER (firm name):** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY & STATE:** \_\_\_\_\_

**PRINT NAME OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CONTACT PERSON'S ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_ **TOLL FREE:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ **INTERNET URL:** \_\_\_\_\_

**PROPOSER TAXPAYER IDENTIFICATION NUMBER:** \_\_\_\_\_

**NOTE:** Entries must be completed in ink or typewritten. An original manual signature is required.

**SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA  
REQUEST FOR PROPOSAL FOR  
ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS**

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**SCHOOL BOARD OF PALM BEACH COUNTY**

**REQUEST FOR PROPOSAL FOR  
ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS**

**1.0 INTRODUCTION**

- 1.1 This is a Request for Proposal (RFP) for an ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS to The School Board of Palm Beach County, Florida (the Board), the governing body for the School District of Palm Beach County, Florida (the District). The District requires the ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS to integrate with existing School Link Technologies software to function as registers in selected District Cafeterias. Input devices, pin pads and scanners, are also required on an as needed basis.
- 1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 1.3 Document files may be examined, during normal working hours, ten days after proposals have been opened.

**2.0 INSTRUCTIONS TO PROPOSER**

- 2.1 All proposals must be received no later than 2:00 PM, on May 14, 2007. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s) after the RFP posting period has expired.
- 2.3 One manually signed **original** and **FIVE (5)** photocopies of the proposal must be sealed in one package and clearly labeled "REQUEST FOR PROPOSAL FOR ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS" on the outside of the package. The proposer's legal name, address, contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

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- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.9 DELIVERY OF RFPs: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
  - A. Park in visitors' parking area.
  - B. Enter building through the front door.
  - C. Proceed to the Purchasing Department located in Third Floor, A-Wing, Room A-323.
  - D. Present proposal to Purchasing Department receptionist for official date/time stamping.

**PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR PROPOSAL TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.**

**3.0 TIME SCHEDULE**

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

May 7, 2007	All written questions and inquiries are due by 5 pm EST.
May 30, 2007	Proposals due no later than 2:00 PM.
June 1, 2007	* Evaluation Committee Meeting
June 7, 2007	Oral Presentation
June 11, 2007	Posting of Recommendation.
July 18, 2007	Recommend proposer(s) to the School Board for approval.

\* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.
- 3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

**4.0 AWARD**

- 4.1 The District reserves the right to accept or reject any or all proposals.
- 4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

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- 4.4 The District reserves the right, prior to the Board's approval, to cancel the RFP or portions thereof, without penalty.
- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- 4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the Board from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.
- 4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest rated proposer or subsequent proposers until an agreement is reached.

**5.0 TERM OF CONTRACT / RENEWAL**

- 5.1 The term of the contract shall be for three years from the date of award, and may, by mutual agreement between the Board and the contract awarded proposer, be renewable for one additional two-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the contract awarded proposer prior to the end of the current contract period. The pricing submitted for the initial term of the contract will remain fixed. Upon the anniversary date of the renewal period the vendor may submit a price increase in writing, to the Purchasing Department, with proper justification for the increase. The School District reserves the right to accept or reject the price increase and may choose to terminate the contract if it is deemed to be in the best interest of the School District. If needed, the contract will be extended 90 days beyond the contract expiration date. The contract awarded proposer will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The contract awarded proposer agrees to this condition by signing its proposal.

**6.0 RFP INQUIRIES**

- 6.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, May 7, 2007. Questions received in writing by the time and date specified will be answered in writing. Mr. Hardman is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mr. Hardman nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Mr. Richard Hardman, Purchasing Agent  
Purchasing Department  
School District of Palm Beach County  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406  
(561) 434-8209 FAX (561) 434-8185  
[hardman@palmbeach.k12.fl.us](mailto:hardman@palmbeach.k12.fl.us)

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- 6.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 6.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the Board.

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

- 7.1 The Board is requesting this affidavit to include a list of every "person" (as defined in [Section 1.01\(3\)](#), Florida Statutes, to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. The affidavit must be returned to the Purchasing Department with the RFP or within three days of request. See [ATTACHMENT F](#).

**8.0 LOBBYING**

- 8.1 Proposers are hereby advised that lobbying is not permitted with any District personnel or Board members related to or involved with this RFP until the administration's recommendation for award has been posted at the Purchasing Department reception center. All oral or written inquiries must be directed through the Purchasing Department.
- 8.2 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 of the RFP and prior to the posted recommendation on the award of the contract.
- 8.3 Any proposer who is adversely affected by the recommended award may file a protest within the time prescribed in section [120.57\(3\)](#), Florida Statutes. Failure to post bond with the Board or to adhere strictly to the requirements of statutes and Florida Board of Education rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any proposer who is adversely affected by the recommended award may address the Board at a regularly scheduled board meeting.
- 8.4 Any proposer or any individuals that lobby on behalf of proposer during the time specified will result in rejection / disqualification of said proposal.

**9.0 SCOPE OF SERVICES**

- 9.1 Scope

The District currently utilizes approximately 500 registers with peripherals at approximately 175 sites. In a one to two year period, The District intends to upgrade the current hardware and utilize the All-In-One computers and supporting peripherals as Registers at selected District Cafeterias. The District intends to implement the roll out of the new hardware to the Food Service Department's nine geographic areas.

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The District is seeking proposals from experienced and qualified vendors to provide the latest technology in touch screen computers and peripheral devices. The District intends to purchase both the computer unit and the input devices from the awarded proposer, but reserves the right to purchase the peripherals from other sources, if in the Districts best interest. Vendors should provide unit pricing in their cost proposal submittal along with detailed warranty information and procedures.

### 9.2 Non-Exclusive Agreement

This RFP does NOT establish an exclusive arrangement between the District and vendor. The District reserves the right to purchase computers or peripherals from other vendors.

### 9.3 Minimum Specifications for the Touch Screen Computers are:

- All-in-one unit with standard, non proprietary components  
Pentium P4, 2.4 GHz Processor
- 512 MB RAM utilizing 1 memory slot with 1 memory slot available for upgrading
- 40 GB hard Drive
- 4 USB (Version 2.0) Ports
- 15 inch viewable Tilt Screen
- 5-wire Resistive Touch Sensor
- 250 Nits
- XP Pro Tablet Operating System Installed (Vista should not be installed, but license should be included)
- Unit Delivered with Districts Imaged Programs
- 3 Year Warranty
- Compatible with ManageSoft and Altiris software
- TCP/IP and Ethernet Network enabled
- This hardware should be non-proprietary. Touch Screen Computers must be able to utilize biometric, barcode and numeric PIN pad devices.

### 9.4 Minimum Specifications for Pin pads are:

- If license needed it must be included in the price and provided by vendor
- Must be compatible with current Food Service accountability software (WinSNAP)
- USB ready
- Must have a 10 key pad with Enter and Clear functions
- Should have lights or display when numbers are entered

### 9.5 Minimum Specifications for Scanners are:

- If license needed it must be included in the price and provided by vendor
- Must be compatible with current Food Service accountability software (WinSNAP)
- USB ready
- Can read three of nine, one dimensional bar code
- Trigger on/off capability
- Hand held with stand available (include price of stand if separate)

### 9.6 Minimum Specifications for Combination Scanner and Pin Pad are:

- If license needed it must be included in the price and provided by vendor
- Must be compatible with current Food Service accountability software (WinSNAP)
- USB ready
- Can read three of nine, one dimensional bar code
- Must have a 10 key pad with Enter and Clear functions
- Should have lights or display when numbers are entered

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- 9.7 Implementation by the nine Food Service Areas, approximately 55 units per area or as designated by Food Service.
- 9.7.1 Describe your Supply Chain for implementation. Minimum requirements are:
- Inside delivery to the Cafeteria of the All-in-one Touch Screen Computers
- 9.7.2 Time frame
- Define product installation and lead time after receipt of purchase order (ARO).
- 9.8 Provide answers to the following questions:
- 9.8.1 What is the average life of these units?
- 9.8.2 What is the warranty on these units?
- 9.8.3 Do you offer any extended warranty services? Define what services are included.
- 9.8.4 Repairs, Supply summary of repair processes. To include:
- Describe your R.M.A. (Return Material Authorization) procedures for warranty and non-warranty repairs.
  - How will warranty repairs be carried out?
  - How are the major repairs handled after the warranty period?
  - Outline your pricing and procedures for non-warranty repairs
  - Will loaner units be available to the District to cover for unit out for repair? If so, how will the number of units be calculated?
- 9.8.5 We have our own technical support team that is capable of performing repairs and maintenance on hardware.
- Will you train District Staff to carry out repairs on your product? If so, what is the impact on the Warranty if any?
  - Please describe what repairs you will designate to District Staff, if any?
  - Describe your procedures for both types of repair: Warranty and non-warranty including turnaround shipping and replacements.
  - Vendor must be capable of providing identical hardware (processor, motherboard, chip set, touch screen) throughout the entire project duration of the contract to ensure that all district devices can have a single system image. Please supply the Districts cost for parts as a percentage off of Manufacturers List Price
- 9.8.6 Provide references from other K12 entities including contact name, phone number and email address.
- 9.9 Provide information on any anti theft devices.
- 9.10 The District will require a sample computer be supplied one week prior to Oral Presentations. Only selected proposers will be required to meet this requirement.
- 9.11 Any proposed or suggested specification changes must be approved in writing by the District prior to any implementation of such changes. All changes or enhancements must be approved and provided at the same price.
- 9.12 Provide any additional information that you feel is relevant to why your product/company would be a good fit for this project.



**10.0 EVALUATION COMMITTEE MEETINGS**

10.1 As stated in Section 3.1 and Section 13.2, an Evaluation Committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per section 286.011, Florida Statutes, the Evaluation Committee meeting is open to the public. Notification of the Evaluation Committee's decision will also be posted for review by interested parties at the School District Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406.

**11.0 PREPARATION AND SUBMISSION**

11.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all responsive information in your proposal. It is required that five (5) copies of the proposal be submitted with the original proposal.

11.2 Title Page: Show the date; RFP number; RFP subject; and proposer's name, address, telephone number and email address.

11.3 Table of Contents: Include a clear identification of the material by section and by page number.

11.4 Letter of Transmittal: Give the names of the persons who will be authorized to make representations for the proposer and their titles, addresses, and telephone numbers.

11.5 Request for Proposal: Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.

11.6 References: Supply K12 references to include telephone and email contact information.

11.7 Experience and Qualifications of the Firm: State the experience your firm has had in the last three years with ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS.

11.8 Qualifications and Availability of Tech Support/Customer Service Staff: Give the names of person(s), who will be assigned to the contract, if awarded. Include a copy of their resumes and expand on their experience in the area they will be serving. Also include the hours of availability for tech support and customer service and any associated costs.

11.9 Specifications: Outline the specifications of your proposed units. Any proposed or suggested specification changes must be approved in writing by the District prior to any implementation of such changes.

11.10 Cost of Services: Outline the cost of the Touch Screen Computers and all associated peripherals to include warranty coverage information.

11.11 Minority/Women Business Participation: Proposers are to indicate the extent and nature of the M/WBE's scope of work with specificity as it relates to the services described in the RFP. Proposers shall provide certification with the District, or the State of Florida, Office of Supplier Diversity, or its successors. Proposers that are District, or State of Florida Office of Supplier Diversity, or its successor's certified minority, women, or disadvantage business enterprises, at the time of submittal, will be awarded a maximum of ten points. Maximum points will be awarded for 15% or greater minority participation. Points will be pro-rated for less than 15% minority participation. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 31.0 and receive participation points.

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

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

11.12 Insurance: Provide proof of contract awarded proposer(s) insurance as required in Section 22.0 of this RFP or submit a letter of contract awarded proposer(s) intention to have the required insurance within ten days of notification by the District.

**12.0 ORAL PRESENTATION**

12.1 Responders who submit proposals in response to this RFP and are selected by the Evaluation Committee may be required to give an oral presentation of their proposal to the Evaluation Committee on June 7, 2007. This will provide an opportunity for responders to highlight their proposals. This is only a fact-finding and explanation session to assist the Evaluation Committee in recommending the successful firm and does not include contract award or negotiations. The presentation is to be based upon the written proposals received. The presentations will be held in the Training Room at the School Food Service Office, 3661 N. Interstate Park Rd, Riviera Beach, FL 33404.

**13.0 PROPOSAL EVALUATION PROCESS:**

13.1 RFPs are received and publicly opened. Only names of responders will be read at this time.

13.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.

13.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.0 and rank all proposals accordingly.

13.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.

13.5 The Evaluation Committee or its designees reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If a mutually beneficial agreement with the first ranked proposer or all proposers being considered for award cannot be resolved, the negotiation committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until an agreement is reached with the number of programs required to meet the needs of the District.

13.6 The results of the evaluation committee is reviewed and approved by the requesting Department Director and the Purchasing Director prior to posting the recommendation.

13.7 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, School District of Palm Beach County, Florida.

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13.8 The Superintendent will recommend to the Board, the award or rejection of any and/or all proposal(s).

13.9 The Board will award or reject any or all proposal(s).

**14.0 EVALUATION CRITERIA**

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

	<b><u>MAXIMUM POINTS</u></b>
A. <b><u>Experience and Qualifications of the Firm</u></b>	20
B. <b><u>Qualifications and Availability of Tech Support/Customer Service Staff</u></b>	20
C. <b><u>Specifications</u></b>	20
D. <b><u>Cost of Services</u></b>	30
E. <b><u>Minority/Women Business Participation</u></b>	10
	<hr/>
Total	100

**15.0 CANCELLATION OF AWARD/TERMINATION**

15.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board 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.

15.2 The Board, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract awarded proposer(s) actually performed to the date of termination.

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

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

**16.0 FUNDING OUT, TERMINATION, CANCELLATION**

- 16.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- 16.2 It is necessary that fiscal funding out provisions be included in all RFP's in which the terms are for periods of longer than one year.
- 16.3 Therefore, the following funding out provision is an integral part of this RFP and must be agreed to by all proposers:

The Board may, during the contract period, terminate or discontinue the services covered in this RFP for lack of appropriated funds upon the same terms and conditions as set forth in Section 15.0, Cancellation of Award / Termination.

Such prior written notice of Cancellation of Award/Termination will state:

- a. That the lack of appropriated funds is the reason for termination,
- b. Agreement not to replace the services being terminated with services similar to those covered in this RFP from another vendor in the succeeding funding period, and
- c. This written notification will thereafter release The School Board of Palm Beach County, Florida of all further obligations in any way related to such services covered herein.

- 16.4 This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

**17.0 DEFAULT**

- 17.1 In the event that the awarded proposer(s) should breach the contract, the Board reserves the right to seek remedies in law and/or in equity.

**18.0 DEBARMENT**

- 18.1 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.

**19.0 LEGAL REQUIREMENTS**

- 19.1 It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and Board Policy that in any manner affect the items covered herein. Specifically, proposer(s) is to adhere to Board Policies [3.12](#) and [3.13](#), with respect to any criminal arrests and convictions, and is on notice that any employees failing the employee screening under Chapter [435](#), Florida Statutes are precluded from providing services to the District and must be replaced. The proposer's failure to comply may result in the immediate termination of the contract at the sole discretion of the Board. Lack of knowledge by the proposer(s) will in no way constitute cause for relief from responsibility.
- 19.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**20.0 FEDERAL AND STATE TAX**

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

**21.0 CONFLICT OF INTEREST**

21.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

**22.0 INSURANCE REQUIREMENTS**

22.1 Proof of insurance must be furnished by the awarded proposers to the District by Certificate of Insurance. All insurance must be issued by a company or companies approved by the Board.

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

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

22.4 The awarded proposers shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with Chapter 440, Florida Statutes Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

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

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

C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers shall procure and maintain, for the life of the contract, 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 \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

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

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

This policy must be continued or tail coverage provided for two years after completion of the contract.

**23.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

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

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

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

23.3 This article will survive the termination of the contract.

**24.0 PUBLIC RECORDS LAW**

24.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person in accord with Chapter [119](#), Florida Statutes.

**25.0 PERMITS AND LICENSES**

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

**26.0 INTELLECTUAL PROPERTY RIGHTS**

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

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

**27.0 COST INCURRED IN RESPONDING**

27.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

**28.0 SUB-CONTRACTS**

28.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any subcontractor(s) and the Board.

28.2 The proposer(s) will be fully responsible to the Board for the acts and omissions of the subcontractor(s) and their employees.

28.3 After award of contract, any changes in subcontractors or sub-proposers requires prior Board written approval.

**29.0 INDULGENCE**

29.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

**30.0 JOINT PROPOSAL**

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

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

31.1 The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venture's, prime proposers, and subcontractors in contracting opportunities.

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- 31.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). [ATTACHMENT A](#).
- 31.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged Business Enterprises can be made to the District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>. All companies using minority, woman, or disadvantaged sub-proposers will complete the M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – [ATTACHMENT B](#). This form must be submitted with all requests for payment.
- 31.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 31.5 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 Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 31.6 The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 31.7 The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County. The District does not recognize any other certifications. If you have graduated from the certification of the District it negates State Certification. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, 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.palmbeach.k12.fl.us/MWBE> website and complete the M/WBE certification application.



**32.0 CONTRACTOR BID REQUIREMENTS**

32.1 As part of its proposal, proposer shall provide to the District list of all instances within the past ten years where a complaint was filed or pending against proposer in a legal or administrative proceeding alleging that proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.

**33.0 CONTRACT DISCLOSURE**

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

**34.0 THE JESSICA LUNSFORD ACT**

34.1 All contract personnel (vendors, individuals, or entities) under contract with the Board, 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. The proposer agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the proposer. Proposer shall not begin providing services contemplated by the contract until proposer receives notice of clearance by the District. 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 proposer (or discontinuation of proposer's services) on the basis of these compliance obligations. Proposer agrees that neither the proposer, nor any employee, agent or representative of the proposer 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.

**35.0 DISQUALIFYING CRIMES**

35.1 The proposer certifies by submission of this RFP, 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, proposer certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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- 35.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs 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.
- 35.3 The proposer or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The proposer must provide documented proof of efforts to comply with this requirement. The Board may declare any non-compliance or lack of diligent effort by the proposer to comply as a breach of contract and immediately terminate the services of the proposer.

**36.0 USE OF OTHER CONTRACTS**

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

**37.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

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

**38.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 38.1 Possession of firearms will not be tolerated on District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 19.1.
- 38.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 38.3 No person who has a firearm in his or her vehicle may park his or her vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.
- 38.4 If any employee of an independent contractor or proposer is found to have brought a firearm on District property, said employee will be terminated from the Board project by the independent contractor or proposer. If the proposer fails to terminate said employee, the proposer's contract with the Board shall be terminated.

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38.5 Proposers 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.

**39.0 AGREEMENT**

39.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the Board. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the contract (Sample Contract), the terms of the contract shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

**40.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS**

40.1 This RFP will be posted for review by interested parties, at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3<sup>rd</sup> Floor, A-Wing, Suite A-323, West Palm Beach, FL, on the date of RFP 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.

**41.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

41.1 RFP recommendations and tabulations will be posted 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 June 11, 2007, at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

41.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. On the event the Purchasing Department receives late bid(s), the return of the sealed bid(s) will be after the posting period has expired.

41.3 Any person who files an action protesting an RFP specification, a decision or intended decision pertaining to this RFP 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 District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board 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.

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

Office of Diversity in Business Practices  
School District of Palm Beach County  
3300 Forest Hill Boulevard, Suite A-106  
West Palm Beach, FL 33406-5871  
Phone: (561) 434-8508  
<http://www.palmbeach.k12.fl.us/mwbe>

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

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

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

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

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

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

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

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

**6 ATTACHMENTS**



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
 PURCHASING DEPARTMENT  
 3300 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

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

BID/RFP or Project Name ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS

BID/RFP or Project Number 07C-004D

Name of Bidder \_\_\_\_\_

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

- Individual       Partnership       Corporation       Joint Venture

*(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)*

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

- Subcontractor       Manufacturer       Supplier

The undersigned is:

- Certified with the School District of Palm Beach County M/WBE Coordinator  
 Certified with the State of Florida, Department of General Services

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

**COLUMN 1**

**COLUMN 2**

**COLUMN 3**

- |   |  |                                 |
|---|--|---------------------------------|
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander         |  | <input type="checkbox"/> Male   |
| <input type="checkbox"/> Black, Non-Hispanic            |  |                                 |
| <input type="checkbox"/> Hispanic                       |  |                                 |
| <input type="checkbox"/> Multiracial                    |  |                                 |
| <input type="checkbox"/> White, Non-Hispanic            |  |                                 |

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

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm \_\_\_\_\_

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

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE



## 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.

---

COMPANY NAME

---

VENDOR'S SIGNATURE

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

PBSD 0580 New 3/91

**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to: **Department of Purchasing, School District of Palm Beach County, 3300 Forest Hill Boulevard, West Palm Beach, FL 33406-5813.** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your RFP No. **07C-004D** for ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS because of the following reasons:

\_\_\_\_\_ We do not offer this product or the equivalent.

\_\_\_\_\_ Insufficient time to respond to the invitation to bid.

\_\_\_\_\_ Remove our name from this bid list only.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond requirements.

\_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



**CONTRACT BETWEEN**

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

**AND**

\_\_\_\_\_

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

**SECTION I - Term of Contract**

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

**SECTION II - Services**

The Contractor shall provide ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS per specifications in RFP No. and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP, if any, are also made a part of this contract.

**SECTION III - Cost of Services**

The Contractor shall be paid for services as listed in the RFP and awarded for ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS for the School Board.

**SECTION IV - Terms and Conditions**

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

REQUEST FOR PROPOSAL NO.: 07C-004D

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

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

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

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

SECTION V – Indemnification/ Hold Harmless Agreement

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

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

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

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

SECTION VI - Insurance

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

SECTION VII – Cancellation of Award/Termination

In the event any of the provisions of this contract are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies, and unless the deficiencies are corrected within ten (10) days of such notice, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The School Board, reserves the right to terminate any contract at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination.

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

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

SECTION VIII - Funding Out, Termination, Cancellation

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

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

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

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

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination,
- B. Agreement not to replace the services being terminated with services similar to those covered in this contract from another vendor in the succeeding funding period, and
- C. This written notification will thereafter release the School Board of all further obligations in any way related to such services covered herein.

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

SECTION IX – Jessica Lundsford Act

All contract personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who may have direct contact with any student of the School District, or who may have access to or control of school funds must be fingerprinted and background checked. The Contractor agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of the Contractor. Contractor shall not begin providing services contemplated by this Agreement until Contractor receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Contractor (or discontinuation of Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent or representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this contract.

SECTION X - Default

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

SECTION XI - Debarment

The School Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

SECTION XII – Federal and State Tax

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

SECTION XIII - Amendment

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

SECTION XIV - Strict Performance

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

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

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

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

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

Section XV

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

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

(CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

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

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

William G. Graham, Chairman

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

\_\_\_\_\_

Date

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

Attest: \_\_\_\_\_

Arthur C. Johnson, Ph.D., Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

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

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

Attorney

REQUEST FOR PROPOSAL NO.: 07C-004D

Project: ALL-IN-ONE TOUCH SCREEN COMPUTERS AND PERIPHERALS RFP No.: 07C-004D

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

BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT

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

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

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

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

Table with 3 columns: Name, Address, Percentage. Three rows for data entry.

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

Table with 3 columns: Name, Address, Percentage. Three rows for data entry.

C. Stock held for others and for whom held:

Table with 3 columns: Name, Address, Percentage. Four rows for data entry, alternating between Name and For Whom Held.

CORPORATE REPRESENTATIVE

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

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

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

(NOTARY PUBLIC SEAL)

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

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