



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Robert L. Vernon, *Mayor*
Enrique Garcia, *Vice Mayor*
Michael W. Davey
Robert Gusman
Michael E. Kelly
Jorge E. Mendia
Thomas Thornton

DATE: May 4, 2010

TO: Honorable Mayor and Members of the Village Council

FROM: Genaro "Chip" Iglesias, Village Manager **GM for Chip Iglesias**

Village Manager
Genaro "Chip" Iglesias RE: Purchase of Workout Equipment for the Community Center

RECOMMENDATION

It is recommended that the Village Council approve this resolution authorizing the purchase of workout equipment for the Key Biscayne Community Center Wellness Facility.

BACKGROUND

Exhibit "C", the "Community Center Cardio Equipment Information" spreadsheet provides the delivery date, years of service, and proposed date of replacement for the second phase of cardio equipment replacement. On May 12, 2009, the Village Council approved Resolution 2009-8 authorizing the first phase of replacement equipment for the Community Center for a total amount of \$39,083.32.

The cardio equipment being replaced is reaching the end of their expected service life due to the extensive use experienced in the Community Center. The increased incidents of breakdowns combined with cost of repairs and the impact of inoperable machines in the wellness center make this purchase an effective business decision for the facility. This quote includes the first addition to the cardio portion of the wellness center since the rowing machine in December of 2005. The proposed new item is a spin bike that would be placed in the wellness center as requested by members.

Gym Source has proven to be an effective vendor for the Community Center and is the largest volume dealer in the United States who can leverage their volume to offer excellent prices. Gym Sources' maintenance and commitment to our facility has proven to be a valuable asset. They have attended meetings with staff and the Community Center Advisory Board when requested. They've also replaced a Stair Master with maintenance issues with a new unit in 2006 at no cost to the Village. Gym Sources attentiveness to these matters has allowed us to better serve the facilities membership.

The equipment purchase is in accordance with the competitive bid awarded to Gym Source, Inc by the School District of Palm Beach and attached as Exhibit "A". The purchase order for this equipment is attached as Exhibit "B".

This purchase of \$38,875.95 will be funded by the Capital Outlay line item "Community Center Equipment Replacement".

RESOLUTION NO. 2010- _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, CONCERNING PURCHASE OF WORKOUT EQUIPMENT FOR THE VILLAGE OF KEY BISCAYNE COMMUNITY CENTER; AUTHORIZING VILLAGE MANAGER TO COMPLETE PURCHASE OF WORKOUT EQUIPMENT; PROVIDING FOR EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.07(b) of the Village Charter, the Village Council desires to authorize the expenditure of Village funds for the purchase of workout equipment (the "Equipment") for the Village of Key Biscayne Community Center; and

WHEREAS, the School District of Palm Beach County, pursuant to their competitive bidding procedure, has awarded and entered into a contract with the top-ranked firm, Gym Source, Inc. ("Gym Source"), for Equipment, attached hereto as Exhibit "A"; and

WHEREAS, the Village Council desires to award a contract to Gym Source for the purchase of Equipment pursuant to the competitive bidding procedure already undertaken by the School District of Palm Beach County; and

WHEREAS, the Village Council finds, upon advice from the Village Attorney, that no further competitive bidding is required for the purchase of the Equipment pursuant to Village Code Section 2-86, which authorizes the Village Manager to enter into bids or contracts entered into by another governmental entity with substantially similar competitive bidding procedures; and

WHEREAS, the Village Council finds that it is in the best interest of the Village to proceed as indicated in this Resolution.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** That each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Contract Approved.** That the purchase of the Equipment from Gym Source, subject to the applicable terms and conditions of the "09C-41H Term Contract for Physical Ed Supplies, Equipment, Uniforms, Shirts, Screenprinting and Embroidery" between Gym Source and the School District of Palm Beach County, attached hereto as Exhibit "A," is hereby approved.

Section 3. **Purchase Authorized, Specification of Funds.** That the acquisition of the Equipment described in the Purchase Order attached hereto as Exhibit "B" for the Community Center is hereby approved and authorized, subject to the restriction that the total cost of the Equipment authorized herein shall not exceed \$38,875.95. The funding source shall be that which is indicated in the Village Manager's memorandum which accompanies this Resolution.

Section 4. **Implementation.** That the Village Manager is hereby authorized to take any and all action necessary to implement the purposes of this Resolution, and is authorized to sign any necessary purchase agreements, subject to the approval of the Village Attorney as to form and legal sufficiency.

Section 5. **Effective Date.** That this Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 11th day of May 2010.

MAYOR ROBERT L. VERNON

ATTEST:

CONCHITA H. ALVAREZ, MMC,
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Exhibit “A”



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

ARTHUR C. JOHNSON, Ph.D.
SUPERINTENDENT OF SCHOOLS

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

Phone: (561) 434-8216 Fax: (561) 434-8185
www.palmbeach.k12.fl.us/bids/purch

April 6, 2009
Bulletin P-13142-COO/P

Action by:
Information Only

Contact Person:
John H. Collins
PX: 48213
collinsjoh@palmbeach.k12.fl.us

TO: All Principals and Department Heads

FROM: Joseph M. Moore
Chief Operating Officer

SUBJECT: 09C-41H Term Contract for Physical Ed Supplies, Equipment, Uniforms, Shirts,
Screenprinting and Embroidery

The Term Contract for Physical Ed Supplies, Equipment, Uniforms, Shirts, Screenprinting and Embroidery was awarded to the vendors listed on the following pages from March 16, 2009 through March 15, 2012.

Orders for screenprinting and embroidery require a written quote from the vendor attached to the requisition.

Schools and departments should contact vendors for a written quote for all heavy equipment items and/or items that reflect a truck icon. Quotes should be attached to the requisition.

(* Indicates minority/women owned business enterprise. *(For bid bulletins only)*)

SS:GM:JC:ps

Approved: _____
Arthur C. Johnson, Ph.D.
Superintendent

Palm Beach County Schools - Rated "A" by the Florida Department of Education 2005 - 2008
www.palmbeachschools.org

Purchasing Department - "Achievement of Excellence in Procurement" Award
The School District of Palm Beach County is an Equal Education Opportunity Provider and Employer
http://www.palmbeach.k12.fl.us/bids/purch/info/equity_coordinators.pdf

VENDOR NAME	VENDOR NUMBER	MANUFACTURER	DISCOUNT OR MARK-UP (%)
GYM SOURCE	0000004531	CYBEX	-10
40 E 52 ND Street		HOIST FITNESS SYSTEMS	-20
New York, NY 10022		NAUTILUS	-5
Ph: 888-496-7687		PARAMOUNT FITNESS CORP.	-5
Fax: 212-750-2886		SCHWINN CYCLING & FITNESS	-20
William Kemnitzer, President		STAIRMASTER	-15
		TRUE FITNESS TECH.	-20
Website: www.gymsource.com			
		<i>ADDITIONAL MANUFACTURER:</i>	
Minimum Order Amount	None		
		<i>STAR TRAC</i>	<i>-20</i>
Freight/Shipping will be added to quote or paid by the vendor		<i>CYBEX – CARDIO</i>	<i>-20</i>
		<i>GP INDUSTRIES</i>	<i>-10</i>
Call vendor for written quote on all heavy equipment to be delivered		<i>OCTANE FITNESS</i>	<i>-15</i>
Commodity: Full line of sport supplies and equipment			

The School District of Palm Beach County

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, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>.

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. 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 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, small business enterprises 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, if the vendor has exceeded \$2 million annually in sales to the District for the previous three year period. 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, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
 - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
 - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

This article will survive the termination of the Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of

- discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
 15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
 16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
 17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
 18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition.

In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.
24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at bidsync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, 3rd 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. **INTERPRETATIONS:** Neither BidSync 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.
27. **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.

09C-41H - SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure single fixed percentage discount prices and establish a **Term Contract for the Purchase and Delivery of Physical Education / Athletic Supplies / Equipment, Uniforms, Shirts / Screen Printing and Embroidery** to various schools and departments located throughout Palm Beach County, as specified herein, effective upon acceptance by the District.
- B. **DELIVERY:** Items in this bid are for various schools and departments located throughout the Palm Beach County School District and are not for delivery to any central location. Deliveries are to be FOB Destination, Freight Prepaid and Allowed, with inside delivery. Any additional delivery costs must be documented on the Variances Document of this bid. Deliveries should be within 14 days after receipt of order (ARO) and no more than 30 days ARO. If delivery lead time will exceed 30 days the vendor must contact the Purchasing Agent named on the PO for approval of an extended lead time; the District will have the option to cancel the order at no expense to the District. **Any changes to the delivery times should be stated in the Bid Requirements Document in this bid.**
- C. **FREIGHT:** Freight, shipping charges will be paid by the bid awarded vendor. It is suggested that all delivery, freight, handling or other costs necessary to complete an order be calculated into the bid price. **Any delivery/freight costs not paid by the bidder should be stated in the Bid Requirements Document in this bid.**
- D. **AWARD:** In order to meet the needs of the school system and in the best interest of the School District, awards shall be made to all responsive, responsible bidders who submit catalogs, offer a single fixed percentage discount, and otherwise comply with bid specifications. A discount of 0% is acceptable.
- E. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.
- The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-ventures, 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.
- F. **TERM OF CONTRACT:** The term of this contract shall be for three years from the date of the award, and may, by mutual agreement between the School District and the awardee, be renewable for two additional one-year periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract will be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All percentage discounts shall be firm for the term of this contract.
- G. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

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

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

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

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

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

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

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

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

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

- H. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted on BidSync at www.BidSync.com. John H. Collins, 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 John H. Collins, 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.

- I. **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.
- J. **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. Complete the Early Payment Terms Document contained in this packet.

Payment will not be processed until the following occurs:

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

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

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

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

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

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

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

- K. **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.

- L. **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.
- M. **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.
- N. **FIXED PERCENTAGE DISCOUNT:** Bidder shall indicate in all spaces provided on Bid Summary Document their single fixed percentage discount to be deducted from the catalog list prices and the discount guarantee for the term of this contract. Bidders should offer their single fixed percentage discounts, as described on the Bid Summary Document, from the catalog list price. The Bidder shall also indicate on the Bid Requirements Document that the indicated discount is for the term of the contract.

The single fixed percentage discount quoted by the bidder must apply to the catalog list prices of all catalog items and will be deducted from the total order after the order has been priced from the catalog furnished with the bid.

- O. **BALANCE OF LINE:** The "balance of line" shall include new product and upgraded catalogs. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendors as they occur.
- P. **CATALOG:** Bidders shall furnish with this bid as an electronic attachment, one copy of their current catalog with prices or a price list if no catalog is available per Bid Requirements Document.

Upon award of bid, successful bidders will be advised of the Email addresses to supply catalogs to the various schools and departments. All successful bidders **must deliver** this same current catalog to the various Palm Beach County schools and departments upon request at no cost to the School District.

- Q. **WARRANTY:** Items specified herein shall be guaranteed by the successful bidder to be free of defects of materials and workmanship for a period of no less than one year from the date of delivery. All models delivered are to be the latest and newest models available from the manufacturer and must be so certified.
- R. **PRICE ADJUSTMENT:** The discount percentage, terms and conditions contained in the bid are to remain firm throughout the contract period. If, during the contract period, the bidder issued replacements to the catalog(s)/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. Bidder **must** deliver copies of the

replacement catalogs/price list electronically or hard copy with new prices to the District's Purchasing Department at no cost to the District when authorized to do so.

- S. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- T. **ORDERS:** The District is NOT obligated to place any order with any vendor participating in this bid. However, all schools and departments will be urged to refer to catalogs and discounts of participating vendors to fill their orders at the lowest prices. Those bidders with the lowest net prices (after deduction of fixed percentage discount) for the most items should receive the largest volume of business.
- U. **PICKUP DISCOUNTED PRICE:** Various District schools or departments may at their option pickup Physical Education/Athletic supplies, equipment, uniforms and shirts from the successful vendor's place of business. Those items which are picked up shall be priced in accordance with the required pricing. Any additional discount offered if items are picked up should be stated on the Bid Requirements Document and should remain firm for the term of the contract. The District will always accept an additional discount.
- V. **MINIMUM ORDER:** If bidder wishes to set a minimum order amount, they must so indicate in space provided in the Bid Requirements Document.
- W. **UNIFORMS/SHIRTS:** This bid includes uniforms for various sports for both male and female, such as, but not limited to: baseball, basketball, cheerleading, color guard, cross country, football, golf, lacrosse, soccer, softball, swimming, tennis, track, volleyball and wrestling. This bid may also be utilized for T-shirts, staff shirts, polo shirts and the like. Pricing for lettering, numbers, screen-printing, embroidery, etc., shall be quoted on a per order basis. Bidders shall indicate, if applicable, on the Bid Requirements Document the percentage discount for orders placed during "off season" periods when discounts are greater, and provide "cut-off" dates for uniform orders.
- X. **INSTALLATION:** The successful bidder shall be responsible for off-loading, setup, assembly, training (if requested by the school or department) and making operable all items contained herein, unless bidder has indicated otherwise on the Bid Requirements Document under Exceptions. The successful bidder shall be responsible for the removal and dunnage of all cartons, packaging or trash as a result of setup/assembly of purchased equipment.
- Y. **SHIPMENTS AND INVOICES:** If possible, shipments should be made in one increment. If this is not possible, the remaining shipment will be made in no more than two increments. The first shipment will be made and invoiced upon receipt of the purchase order. The final shipment to complete the purchase order, if necessary, will be made **no more than sixty (60) calendar days** subsequent to the date of the purchase order. **NO PAYMENTS WILL BE MADE ON PARTIAL SHIPMENTS.**
- Z. **AREA REPRESENTATIVE:** Bidder should indicate in space provided on the Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems
- AA. **BID QUESTIONS:** All questions related to this bid must be submitted through BidSync and must be received no later than 5:00PM, Friday, February 13, 2009

BB.POSTING OF BID RECOMMENDATION / TABULATIONS: Bid recommendations and tabulations will be posted electronically with **BidSync** and at the Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on Tuesday, March 3, 2009, 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.

Exhibit “B”

QUOTE: 1119645

01/20/2010
Page 1 of 2

Salesperson	Store	Quote Dt	ACCOUNT ID	CUSTOMER NAME
BOB LAWRENCE	020	01/20/2010	20-141956	VILLAGE OF KEY BISCAYNE

Bill To
VILLAGE OF KEY BISCAYNE
TODD HOFFERBERTH
10 VILLAGE GREEN WAY
KEY BISCAYNE FL 33149

Ship To
VILLAGE OF KEY BISCAYNE
TODD HOFFERBERTH
10 VILLAGE GREEN WAY
KEY BISCAYNE FL 33149

LN	Product	Description	List	Price	Qty	Total
1	TRU-CS6.0	TMILL-23X63/5HP/PROG/5-20NEMA/12MPH	7699.00	5,595.00	4	22,380.00
2	PICK-UP/TRADE	TRUE 850 TREADS		1,500.00	-4	-6,000.00
3	CYBEX-750A	ARC-CORDLESS ARC PLAT. SPARKLE	7795.00	5,195.00	2	10,390.00
4	PICK-UP/TRADE	CYBEX ARC TRAINERS		800.00	-2	-1,600.00
5	STAR-E-RB	RECUMBENT BIKE-E SERIES	3545.00	2,594.00	2	5,188.00
6	PICK-UP/TRADE	TRU CS8.0 RECUMBANTS		250.00	-2	-500.00
7	STAR-E-UB	UPRIGHT BIKE E SERIES	3245.00	2,345.00	1	2,345.00
8	PICK-UP/TRADE	TRU CS8.0 UPRIGHT		250.00	-1	-250.00
9	STAR-E-SPINNER	NXT SPINNER W/EMBEDDED SCREEN	4999.00	3,795.00	1	3,795.00
10	DEL-INST	FREIGHT & INSTALLATION		3,127.95	1	3,127.95
11		PAYMENT TERMS:				
12		30% DEPOSIT W/ ORDER				
13		OR				
14		PURCHASE ORDER				
15		BALANCE DUE/ INVOICE FOR PAYMENT				
16		SIGNATURE REQUIRED: _____				
17		PRINT NAME: _____				
18		DATE: _____				
19	PRE-ASSEMBLY	ITEMS MAY BE DEL'D ASSEMBLED		.00	1	.00
20	TIME	DISPATCH TO ASSIGN TIME WINDOW		.00	1	.00
21		IT'S OUR PRIVILEGE TO SERVE YOU				
22	12 PT.CHECK LIST	12 POINT CHECKS COMPLETED		.00	1	.00



QUOTE: 1119645

01/20/2010
Page 2 of 2

Salesperson	Store	Quote Dt	ACCOUNT ID	CUSTOMER NAME
BOB LAWRENCE	020	01/20/2010	20-141956	VILLAGE OF KEY BISCAYNE

Bill To
 VILLAGE OF KEY BISCAYNE
 TODD HOFFERBERTH
 10 VILLAGE GREEN WAY
 KEY BISCAYNE FL 33149

Ship To
 VILLAGE OF KEY BISCAYNE
 TODD HOFFERBERTH
 10 VILLAGE GREEN WAY
 KEY BISCAYNE FL 33149

LN	Product	Description	List	Price	Qty	Total
QUOTE IS VALID FOR 30 DAYS				Subtotal		38,875.95
				Total		38,875.95

Exhibit “C”

Community Center
 Cardio Equipment Replacement Schedule
 May 3, 2009

Equipment Type	Date of Delivery	Description	Time of Service	Date of Replacment	New Item	Time of Service
Treadmills						
1	10/5/2004	True 850 Treadmill	4.6 years	6/1/2009	True-CS-6.0	1 year
2	10/5/2004	True 850 Treadmill	4.6 years	6/1/2009	True-CS-6.0	1 year
3	10/5/2004	True 850 Treadmill	4.6 years	6/1/2009	True-CS-6.0	1 year
5	10/5/2004	True 850 Treadmill	4.6 years	6/1/2009	True-CS-6.0	1 year
5	10/5/2004	True 850 Treadmill	5.6 years	6/1/2010 (pending)	True-CS-6.0 (pending)	
6	10/5/2004	True 850 Treadmill	5.6 years	6/1/2010 (pending)	True-CS-6.0 (pending)	
7	12/28/2005	True Z9 Treadmill	4.5 years	6/1/2010 (pending)	True-CS-6.0 (pending)	
8	12/28/2005	True Z9 Treadmill	4.5 years	6/1/2010 (pending)	True-CS-6.0 (pending)	
Total in service	8					

ARC Trainer						
1	10/5/2004	Cybex ARC	5.6 years	6/1/2010 (pending)	Cybex ARC 750A (pending)	
2	10/5/2004	Cybex ARC	5.6 years	6/1/2010 (pending)	Cybex ARC 750A (pending)	
Total in service	2					

StairMaster						
1	10/5/2004	Stairmaster 4600/C	4.6 years	6/1/2009	Nautilus SC9-16	1 year
	10/5/2004	Stairmaster 4600/C	1.85 years	9/13/2006	6.5, Replaced at no cost	
2	9/13/2006	Stairmaster 4600/C	2.75 years	6/1/2009	Nautilus SC9-16	1 year
Total in service	2					

Spin Bikes						
1 to 15	10/5/2004	Schwinn Ev Pro Spin Bikes	5.6 years			
16 to 20	8/25/2005	Schwinn Ev Pro Spin Bikes	4.85 years			
21 to 25	4/11/2007	Schwinn Ev Pro Spin Bikes	3.15 years			
26 to 30	6/1/2009	Schwinn Ev Pro Spin Bikes	1 year			
Total in service	30					

Recumbant Bikes						
1	10/5/2004	True Recumbant Bike	5.6 years	6/1/2010	Star-E-RB (pending)	
2	10/5/2004	True Recumbant Bike	5.6 years	6/1/2010	Star-E-RB (pending)	
Total in service	2					

Upright Bike						
1	10/5/2004	True Upright Bike	5.6 years	6/1/2010	Star-E-UB (pending)	
Total in service	1					

Ellipticals						
1	10/5/2004	True Ellipticals	4.6 years	6/1/2009	True CSX Ellipticals	1 year
2	10/5/2004	True Ellipticals	4.6 years	6/1/2009	True CSX Ellipticals	1 year
3	10/5/2004	True Ellipticals	4.6 years	6/1/2009	True CSX Ellipticals	1 year
Total in service	3					

Rowing Machine						
1	12/1/2005		5.5years			

Wellness CNTR Spin Bike *NEW	6/1/2010					
Total in service	0					

	Total	Replaced 6/1/09	New Equip. 6/1/09	1/10 Proposed Replaceme	6/1/10 Proposed New
Total Cardio	19	9	0	9	*1
Total Spinning	30	0	5	0	0

Color legend	
	Replaced
	Currently in service
	Proposed replacement or new