

## Solicitation 07C-8G

### Term Contract for Audio Visual Equipment

School District of Palm Beach County FI

## Bid 07C-8G

### Term Contract for Audio Visual Equipment

Bid Number 07C-8G  
 Bid Title Term Contract for Audio Visual Equipment

Bid Start Date Jun 28, 2006 3:06:52 PM EDT  
 Bid End Date Jul 20, 2006 2:00:00 PM EDT

Bid Contact Genell McMann  
 Purchasing Agent  
 Purchasing  
 561-434-8210  
 McMann@palmbeach.k12.fl.us

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

Bid Comments \*THIS IS A NO FEE BID

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

Please Note:

Please review line items carefully. Models and/or manufacturers may have changed from previous bid 06C-66G. It is also suggested that vendors review their input prior to submitting bid to ensure information submitted is correct and complete.

Vendors who would like to add additional information regarding pricing, manufacturer's, etc. may do so in Vendor Notes section of this bid.

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 Added on Jul 10, 2006:  
 ADDENDUM 1.

See change to Item 37.  
 Use revised document 07C-8G Bid Summary Document Addendum 1 Revised 7-10-06.

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 Added on Jul 10, 2006:  
 Item 37 description should read Dalite 83226, not Dalite Deluxe 83226 as shown in revised document.

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Changes made on Jul 10, 2006 1:53:21 PM EDT

New Documents 07C-8G–Bid Summary Document Addendum 1 revised 7-10-6.doc  
 07C-8G Addendum 1.pdf

Removed Documents 07C-8G–Bid Summary Document.doc

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Changes made on Jul 10, 2006 3:24:26 PM EDT

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Item Response Form

Item 07C-8G-1-01 - See Bid Summary Document: See the Bid Summary Document

Quantity 1 each

Prices are not requested for this item.

Delivery Location School District of Palm Beach County FI  
Various Locations for the District  
Palm Beach County School District  
West Palm Beach FL 33406  
Qty 1

Description

See the Bid Summary Document

<b>SCHOOL DISTRICT OF PALM BEACH COUNTY                  PURCHASING DEPARTMENT                  3300 Forest Hill Boulevard, Suite A-323                  West Palm Beach, FL 33406-5813</b>	
<b>INVITATION TO BID                  Bidder Acknowledgement</b>	
Vendor Name: <input style="width: 95%;" type="text"/>	
Vendor Mailing Address: <input style="width: 95%; height: 20px;" type="text"/>	
Area Code / Telephone Number: <input style="width: 95%;" type="text"/>	
Toll-Free Telephone Number: <input style="width: 95%;" type="text"/>	
Fax Number: <input style="width: 95%;" type="text"/>	
Vendor E-Mail Address: <input style="width: 95%;" type="text"/>	
Vendor Web Address: <input style="width: 95%;" type="text"/>	
FEID No. or SS #: <input style="width: 95%;" type="text"/>	
Terms: <input style="width: 40%;" type="text"/>	Delivery <input style="width: 10%;" type="text"/> calendar days after receipt of order:
<b>ANTI-COLLUSION</b> By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida.	
<input style="width: 45%; height: 20px;" type="text"/> Name of Company Representative Submitting Bid	<input style="width: 45%; height: 20px;" type="text"/> Title of Company Representative Submitting Bid
<input style="width: 80%; height: 20px;" type="text"/> Date	

### **07C-8G–SPECIAL CONDITIONS**

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to establish a **Term Contract for Audio Visual Equipment, Photography Equipment, Language Lab Equipment and Other Peripherals, Including Repair, Parts and Installation and/or Service**, as specified herein. The purpose and intent of this invitation to bid is to secure firm prices, fixed percentage discounts, and hourly rates for time and materials and establish a term contract for the purchase, delivery, installation, repair and training of Audio Visual, Photography and Language Lab Equipment, to various schools and departments located throughout Palm Beach County, as specified herein, effective upon acceptance by the Board..
- B. **DELIVERY:** Items in the invitation to bid are for various schools and departments located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination, freight prepaid. (Bidder pays and bears freight charges. Bidder owns goods in transit and files any claims.) All deliveries made to schools and departments shall require inside delivery. Delivery shall be a maximum of 30 calendar days after receipt of order.

Awarded vendor is responsible for notifying the originator if an item cannot be delivered within 30 days. Repeated delays in delivery/installation may result in cancellation of award.

Materials backordered (30 days or more than the scheduled delivered time) should be notified to the Purchasing Department and the schools/departments. Schools and departments reserve the right to cancel back-orders at any time.

- C. **AWARD:**
- Section I** Single Fixed Percentage Discount) – In order to meet the needs of the various departments and in the best interest of the School District, awards shall be made to the top three (3) bidders with the highest single fixed percentage discount for line item 1 through line item 197 in relation to manufacturers list prices as submitted with bid documents and who submit manufacturer's, distributor's and bidder's current prices, offer fixed discounts on those line items and comply with specifications, terms, and conditions unless a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Items in packages as marked (line items 198 through 200), shall be awarded by lowest price by package. (A package is defined as an item with several parts labeled A, B, C with a total for the package.) Therefore, it is necessary for a bidder to bid on every item in the particular package for which the bidder submits a bid in order to have a bid considered. It is also required that the bidders carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire package bid will be disqualified.

The Purchasing Department reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of M/WBE awards as provided herein.

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

**Section III** - In order to meet the needs of the various departments and in the best interest of the School District, awards shall be made to ALL responsive, responsible bidders who offer fixed one-half hour, hourly and premium rates, and comply with specifications, terms, and conditions to provide training, repairs, installation and/or service. Vendors who offer the lowest fixed cost should be in the best position to receive the majority of orders. Bidders are not required to bid on each manufacturer, only those manufacturers which they are authorized to provide training for, and/or repair, install or service.

When services are required, the School District may request quotes from vendors on an as needed basis. A scope of work will be mailed or faxed to each contractor and a walk-through may be scheduled. All proposals must provide cost for labor, materials, installation and equipment and be delivered to the Purchasing Department, Attn: Genell McMann, Purchasing Agent.

The School District reserves the right to use any of the awarded vendors on an as needed basis if deemed to be in the School Districts best interest.

- D. **M/WBE GOAL:** The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises for Section 1, Lines Items 1 through 203.

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

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

- F. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.
- G. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given. The School District purchased approximately \$3,000,000 in the past year from this bid.
- H. **PRICE INCREASE:** Bid prices may be allowed to increase once a year, at bid anniversary date, if the manufacturer has increased the price on that item. Awarded vendor must submit proof of increase on manufacturer's letterhead, dated and signed by officer including title.
- I. **PRICE REDUCTIONS:** Audio Visual equipment, photography equipment, language lab equipment and associated peripherals may decrease in price over time therefore, if from date of bid opening, the successful bidder either bids the same products at a lower price than offered to the District or reduces the price of the bid product, the lowest of these reduced prices shall be extended to the District.
- If during the course of the contract, the manufacturer or distributor reduces the price on a bid item, the School District reserves the right to receive the lowest price offered on the open market.
- J. **QUANTITY AND EDUCATIONAL DISCOUNTS:** Bidder is urged to offer additional discounts for one-time delivery of large, single orders of any assortment of items on a separate sheet. Bidder may also offer additional educational discounts for any item at any quantity. Such discounts will not be considered in evaluation of bid.
- K. **BALANCE OF LINE:** The "balance of line" shall include new product and up-graded catalogs. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendors as they occur.
- L. **PRODUCT INFORMATION:** Successful bidders shall supply the following information upon request and at no additional cost to the District.
1. Written/verbal instructions to assist with initial operations difficulties.
  2. Vendors shall be expected to furnish samples of new products as announced by the manufacturer. During the period of award, such items may be requested for testing and evaluation purposes at no cost to the District.

- M. **INSTRUCTION MANUALS:** Bidder shall be required to furnish an instructional CD, link or printed manual for each unit ordered. Bulletins, revisions and corrections shall be supplied to each manual as the manufacturer issues them. Each manual shall contain: definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and trouble-shooting procedures, installation and use instructions.
- N. **DESCRIPTIVE LITERATURE REQUIREMENTS:** If bidding other than the make and model specified in this bid, it is required that complete descriptive technical literature on the item being bid, be uploaded with the bid or within three days upon request. Such literature shall be in sufficient detail to indicate conformance with the specification of the make and model specified in the bid. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make and model offered in this bid, with the bid or within three days upon request, will result in disqualification of bid.
- Schematic diagrams, parts lists, maintenance and repair manuals, and other materials for use by our service center in the repair of any items awarded as result of this bid.
- O. **WARRANTY:** The successful bidder shall guarantee their product to be free of defects and workmanship for a period of one year from date material is received and accepted by the School District. The successful bidder at no additional cost to the School District shall replace any defective material noted during the warranty period. Vendor agrees to repair and return equipment within three days from receipt of request or to provide a temporary replacement if repair cannot be completed in this period. If bidder offers longer period than one year, state warranty period after each applicable items. The School District may inquire about additional warranties as needed.
- P. **PARTS WARRANTY:** The bidder shall provide a certification from the manufacturer that replacement parts for all models bid will be available as designated by the manufacturer. Failure to comply with this requirement may result in the disqualification of your bid.
- Q. **AREA REPRESENTATIVE:** Bidder should indicate in space provided on the Bid Summary Sheet 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.
- R. **ASSEMBLY AND/OR PLACEMENT:** It shall be the responsibility of the successful bidder(s) to include on-site delivery, installation and to assure satisfactory operation of all features. Installation shall be completed as agreed upon by the School District and awarded vendor.
- S. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance. Insurance will be required of any vendor that needs to go on campus for demonstration, training, pickup and delivery of repaired items and installation.

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: Genell McMann, 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. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

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

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

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

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

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

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

- T. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be directed to RFP Depot at [www.rfpdepot.com](http://www.rfpdepot.com), bid # 06C-66G, contact Genell McMann, Purchasing Agent, who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Genell McMann nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.
- U. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with RFP Depot and at the Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, West Palm Beach, FL, on **August 3, 2006 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 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.

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813  
(561) 434-8216 – Main Phone  
(561) 963-3823 - Fax**

Date July 10, 2006

**ADDENDUM NO. 1**

**BID NO.:** 07C-8G

**TITLE:** Term Contract for Audio Visual Equipment, Photography Equipment, Language Lab Equipment and Other Peripherals, Including Repair, Parts and Installation and/or Service

**RETURN DATE:** July 20, 2006, 2:00 P.M. EST

This addendum modifies the above listed Bid as follows:

Section 1 – Item 37

Now Reads:


	PROJECTION SCREEN; Wall/Ceiling, Video Spectra 1.5 (Screen with black masking borders) 8' X 6'		
37	<b>Dalite Deluxe 73637</b>	%	%
38	_____	%	%
39	_____	%	%

Change to Read:

	PROJECTION SCREEN; Wall/Ceiling, Video Spectra 1.5 (Screen with black masking borders) 6' X 8'		
37	<b>Dalite 83226</b>	%	%
38	_____	%	%
39	_____	%	%

This addendum is for information only.

  
\_\_\_\_\_  
Genell McMann, Purchasing Agent

  
\_\_\_\_\_  
Darci Garbacz, Purchasing Manager

### 07C-8G–BID SUMMARY DOCUMENT

#### Section 1 - Single Fixed Percentage Discount

Awards will be made to the top three (3) bidders offering the highest single fixed percentage discount for line item 1 through line item 197 in relation to manufacturer’s list price for that item. **Vendors who offer the highest fixed percentage discount should be in the best position to receive the majority of orders.** Vendor’s Price List Must Accompany Bid. Additional models and manufacturers may be added in blank lines provided or in the Vendor Notes Section. OEM Parts Discounts will not be used as a factor in awarding to the top three (3) bidders. The OEM Parts discount will be used for additional information only and a discount of 0% or Net is acceptable.

Items in packages as marked (line items 198 through 200) will be awarded by lowest price by package. (A package is defined as an item with several parts labeled A, B, C with a total for the package.) It is necessary for a bidder to bid on every item in the package for which the bidder submits a bid in order to have a bid considered.

Vendor Name	
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ITEM #	MODEL/ MANUFACTURER	MFG PERCENTAGE DISCOUNT	OEM PARTS DISCOUNT
	<b>OVERHEAD PROJECTOR;2800 Lumens, Lamp Changer</b>		
1	3M	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
2	Buhl 128P	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
3	Panasonic	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
4	Sony	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
5	<input style="width: 100%; border: 1px solid black;" type="text"/>	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
	<b>OVERHEAD PROJECTOR;4000 Lumens, Lamp Changer</b>		
6	3M	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
7	Buhl 129P	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
8	Panasonic	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
9	Sony	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
10	<input style="width: 100%; border: 1px solid black;" type="text"/>	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
	<b>CASSETTE TAPE PLAYER ONLY: Small Group Use, Six-Output Jacks, Hamilton SC 704P or acceptable equal</b>		
11	Califone	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
12	Communicator	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
13	Hamilton	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
14	<input style="width: 100%; border: 1px solid black;" type="text"/>	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
15	<input style="width: 100%; border: 1px solid black;" type="text"/>	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %
	<b>LISTENING CENTER: Portable, eight position jackbox w/volume control, includes headset, carrying case</b>		
16	Califone	<input style="width: 50px;" type="text"/> %	<input style="width: 50px;" type="text"/> %

17	Communicator	<input type="text"/> %	<input type="text"/> %
18	Hamilton	<input type="text"/> %	<input type="text"/> %
19	Telex	<input type="text"/> %	<input type="text"/> %
20	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>HEADSETS</b>			
21	Califone	<input type="text"/> %	<input type="text"/> %
22	Communicator	<input type="text"/> %	<input type="text"/> %
23	Hamilton	<input type="text"/> %	<input type="text"/> %
24	Telex	<input type="text"/> %	<input type="text"/> %
25	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>LANGUAGE MASTER; Portable, Manual, With Boom Headset</b>			
26	Eiki	<input type="text"/> %	<input type="text"/> %
27	Hamilton	<input type="text"/> %	<input type="text"/> %
28	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
29	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>ITEM #</b>	<b>MODEL/ MANUFACTURER</b>	<b>MFG PERCENTAGE DISCOUNT</b>	<b>OEM PARTS DISCOUNT</b>
	<b>CD PLAYER/CASSETTE RECORDER COMBO; Variable CD speed control, with speaker/amplifier</b>		
30	Eiki	<input type="text"/> %	<input type="text"/> %
31	Hamilton	<input type="text"/> %	<input type="text"/> %
32	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
33	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>PROJECTION SCREEN; Wall/Ceiling, Video Spectra 1.5 (Screen with black masking borders) 60" X 80"</b>			
34	Dalite Deluxe 73640	<input type="text"/> %	<input type="text"/> %
35	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
36	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>PROJECTION SCREEN; Wall/Ceiling, Video Spectra 1.5 (Screen with black masking borders) 6' X 8'</b>			
37	Dalite Deluxe 83226	<input type="text"/> %	<input type="text"/> %
38	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
39	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>TRIPOD SCREEN; Classroom/Auditorium, Video Spectra (Screen with black masking borders) 43" X 57"</b>			

40	Dalite Picture King 74274	<input type="text"/> %	<input type="text"/> %
41	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
42	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>TRIPOD SCREEN; Classroom/Auditorium, Video Spectra (Screen with black masking borders) 50" X 67"</b>		
43	Dalite Picture King 73633	<input type="text"/> %	<input type="text"/> %
44	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
45	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>TRIPOD SCREEN; Classroom/Auditorium, Video Spectra (Screen with black masking borders) 60" X 80"</b>		
46	Dalite Picture King 73634	<input type="text"/> %	<input type="text"/> %
47	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
48	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>BOOM BOX; AM/FM Stereo radio, cassette player/recorder, CD internal microphone to record voice, with variable speed and listening center, not to include headset</b>		
49	Califone	<input type="text"/> %	<input type="text"/> %
50	Panasonic	<input type="text"/> %	<input type="text"/> %
51	Phillips	<input type="text"/> %	<input type="text"/> %
52	Sharp	<input type="text"/> %	<input type="text"/> %
53	Sony	<input type="text"/> %	<input type="text"/> %
54	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>DOCUMENT CAMERA; 16 X digital zoom, Portable, Flexible Gooseneck Design, Lumens DC153 or acceptable equal</b>		
55	Lumens	<input type="text"/> %	<input type="text"/> %
56	Dell	<input type="text"/> %	<input type="text"/> %
57	Elmo	<input type="text"/> %	<input type="text"/> %
58	Samsung	<input type="text"/> %	<input type="text"/> %
59	Avermedia	<input type="text"/> %	<input type="text"/> %
60	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
61	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>ITEM #</b>	<b>MODEL/ MANUFACTURER</b>	<b>MFG PERCENTAGE DISCOUNT</b>	<b>OEM PARTS DISCOUNT</b>
	<b>DOCUMENT CAMERA; 12x optical zoom, Portable, Lumens PS400 or</b>		

	<b>acceptable equal</b>		
62	Lumens	<input type="text"/> %	<input type="text"/> %
63	Dell	<input type="text"/> %	<input type="text"/> %
64	Elmo	<input type="text"/> %	<input type="text"/> %
65	Samsung	<input type="text"/> %	<input type="text"/> %
66	Avermedia	<input type="text"/> %	<input type="text"/> %
67	ProMax	<input type="text"/> %	<input type="text"/> %
68	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>DOCUMENT CAMERA; Portable with mechanical arm design, AVervision 300P or acceptable equal</b>		
69	Lumens	<input type="text"/> %	<input type="text"/> %
70	Dell	<input type="text"/> %	<input type="text"/> %
71	Elmo	<input type="text"/> %	<input type="text"/> %
72	Samsung	<input type="text"/> %	<input type="text"/> %
73	Avermedia	<input type="text"/> %	<input type="text"/> %
74	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
75	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>DOCUMENT CAMERA; Portable with mechanical arm design, AVervision 530P or acceptable equal</b>		
76	Lumens	<input type="text"/> %	<input type="text"/> %
77	Dell	<input type="text"/> %	<input type="text"/> %
78	Elmo	<input type="text"/> %	<input type="text"/> %
79	Samsung	<input type="text"/> %	<input type="text"/> %
80	Avermedia	<input type="text"/> %	<input type="text"/> %
81	ProMax	<input type="text"/> %	<input type="text"/> %
82	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>TRIPOD; Still, Video or Digital camera w/3 Way fluid head, Quick Release Plate, Bubble level, Magnum LX Tripod or acceptable equal</b>		
83	Davis & Sanford	<input type="text"/> %	<input type="text"/> %
84	Smith Victor	<input type="text"/> %	<input type="text"/> %
85	Bogen	<input type="text"/> %	<input type="text"/> %
86	Communicator	<input type="text"/> %	<input type="text"/> %
87	Manfretto	<input type="text"/> %	<input type="text"/> %
88	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

	<b>TRIPOD; Suitable for Field Cameras Through Full Sized Camcorders, 3-</b>		
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	<b>Way fluid head, Quick Release Plate, Bubble level, Tiffen CGF12 Tripod or acceptable equal</b>		
89	Davis & Sanford	%	%
90	Smith Victor	%	%
91	Bogen	%	%
92	Communicator	%	%
93	Manfretto	%	%
94		%	%
<b>ITEM #</b>	<b>MODEL/ MANUFACTURER</b>	<b>MFG PERCENTAGE DISCOUNT</b>	<b>OEM PARTS DISCOUNT</b>
	<b>DIGITAL VIDEO CAMCORDER, MINI DV, Palm Held Camcorder 2.7" color LCD monitor, Cannon ZR 500 or acceptable equal</b>		
95	Canon	%	%
96	JVC	%	%
97	Panasonic	%	%
98	Sony	%	%
99		%	%
100		%	%
	<b>MINI-DV CAMERA/RECORDER; 1.2MP, 10x Opt, 700x Dig, 2.5" LCD, Panasonic PVGS65 or acceptable equal</b>		
101	Canon	%	%
102	JVC	%	%
103	Panasonic	%	%
104	Sony	%	%
105		%	%
106		%	%
	<b>LCD PROJECTOR; Ceiling mountable, 2000 lumens minimum, power remote zoom, 800x600 resolution, Sony VPL-ES3 or acceptable equal</b>		
107	Epson	%	%
108	Panasonic	%	%
109	Sony	%	%
110	Dell	%	%
111	Hitachi	%	%
112	3M	%	%
112A		%	%
	<b>LCD PROJECTOR; LCD Multimedia Projector, 2000 ANSI, Panasonic PT-LB50U XGA or acceptable equal</b>		

113	Epson	<input type="text"/> %	<input type="text"/> %
114	Panasonic	<input type="text"/> %	<input type="text"/> %
115	Sony	<input type="text"/> %	<input type="text"/> %
116	Dell	<input type="text"/> %	<input type="text"/> %
117	Hitachi	<input type="text"/> %	<input type="text"/> %
118	3M	<input type="text"/> %	<input type="text"/> %
118A	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>LCD PROJECTOR; LCD Multimedia Projector, 3200 ANSI, Panasonic PT-L785U or acceptable equal</b>	<b>MFG PERCENTAGE DISCOUNT</b>	<b>OEM PARTS DISCOUNT</b>
119	Epson	<input type="text"/> %	<input type="text"/> %
120	Panasonic	<input type="text"/> %	<input type="text"/> %
121	Sony	<input type="text"/> %	<input type="text"/> %
122	Dell	<input type="text"/> %	<input type="text"/> %
123	Hitachi	<input type="text"/> %	<input type="text"/> %
124	3M	<input type="text"/> %	<input type="text"/> %
124A	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
<b>ITEM #</b>	<b>MODEL/ MANUFACTURER</b>	<b>MFG PERCENTAGE DISCOUNT</b>	<b>OEM PARTS DISCOUNT</b>
	<b>Projector Replacement Bulbs</b>		
125	Epson S1 - Bulb Part # V13H010L25	<input type="text"/> %	NA
126	Epson S1+ - Bulb Part # V13H010L29	<input type="text"/> %	NA
127	Epson S3 - Bulb Part # V13H010L33	<input type="text"/> %	NA
128	Epson 52C - Bulb Part # V13H010L1D	<input type="text"/> %	NA
129	Epson 600P, 800P, 810P, 811P - Bulb Part # V13H010L15	<input type="text"/> %	NA
130	Epson 61P, 81P, 821P - Bulb Part # V13H010L30	<input type="text"/> %	NA
131	Epson 62C, 76C, 82C - Bulb Part # V13H010L34	<input type="text"/> %	NA
132	Panasonic PT-LB10U, PT-LB10SU, PT-LB20U, PT-LB20SU - Bulb Part # ET-LAB10	<input type="text"/> %	NA
133	Sony VPL-DS 100 - Bulb Part # LMPE180	<input type="text"/> %	NA
134	Sony VPL-ES2 100 - Bulb Part # LMP-C150	<input type="text"/> %	NA
	<b>27" Remote Control TV with AV and S-Video inputs. MTS/SAP Stereo Sound, V-Chip parental control</b>	<b>MFG PERCENTAGE DISCOUNT</b>	<b>OEM PARTS DISCOUNT</b>
135	Sony	<input type="text"/> %	<input type="text"/> %
136	Panasonic	<input type="text"/> %	<input type="text"/> %
137	Phillips	<input type="text"/> %	<input type="text"/> %
138	Zenith	<input type="text"/> %	<input type="text"/> %
139	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

140		%	%
	<b>27" TV MONITOR with AV input (SVHS)</b>		
141	Sony	%	%
142	Panasonic	%	%
143	Phillips	%	%
144	Zenith	%	%
145		%	%
146		%	%
<b>ITEM #</b>	<b>MODEL/ MANUFACTURER</b>	<b>MFG PERCENTAGE DISCOUNT</b>	<b>OEM PARTS DISCOUNT</b>
	<b>DATA MONITOR; 27" with AV input (SVHS) 800X600 resolution SVGA SUB D data port, self contained sound</b>		
147	Sony	%	%
148	Panasonic	%	%
149	Phillips	%	%
150	Zenith	%	%
151		%	%
152		%	%
	<b>32" TV, Remote Control with AV and S-Video input. MTS/SAP stereo sound, V-Chip Parental Control</b>		
153	Sony	%	%
154	Panasonic	%	%
155	Phillips	%	%
156	Zenith	%	%
157		%	%
158		%	%
	<b>27" COMPUTER READY TV, true SVGA 800X600 @ 60 Hz, front and rear 15 pin computer connection, Zenith H27D46DT or acceptable equal</b>		
159	Sony	%	%
160	Panasonic	%	%
161	Phillips	%	%
162	Zenith	%	%
163		%	%
164		%	%

	<b>32" COMPUTER READY TV, true SVGA 800X600 @ 60 Hz, front and rear 15 pin computer connection, Zenith H32D46DT or acceptable equal</b>		
165	Sony	<input type="text"/> %	<input type="text"/> %
166	Panasonic	<input type="text"/> %	<input type="text"/> %
167	Phillips	<input type="text"/> %	<input type="text"/> %
168	Zenith	<input type="text"/> %	<input type="text"/> %
169	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
170	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>27" Television, color with integrated SCANCARD II &amp; commercial software stereo, adaptor, 15 GA Cable minimum. Phillips SC 3127N or acceptable equal</b>		
171	Sony	<input type="text"/> %	<input type="text"/> %
172	Panasonic	<input type="text"/> %	<input type="text"/> %
173	Phillips	<input type="text"/> %	<input type="text"/> %
174	Zenith	<input type="text"/> %	<input type="text"/> %
175	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
176	<input type="text"/>	<input type="text"/> %	<input type="text"/> %

ITEM #	MODEL/ MANUFACTURER	MFG PERCENTAGE DISCOUNT	OEM PARTS DISCOUNT
	<b>DATA MONITOR; 27" with AV input (SVHS) 800X600 resolution SVGA SUB D data port, self contained sound, Phillips 5029 or acceptable equal</b>		
177	Sony	<input type="text"/> %	<input type="text"/> %
178	Panasonic	<input type="text"/> %	<input type="text"/> %
179	Phillips	<input type="text"/> %	<input type="text"/> %
180	Zenith	<input type="text"/> %	<input type="text"/> %
181	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
182	<input type="text"/>	<input type="text"/> %	<input type="text"/> %
	<b>DVD/VCR Combo with built in TV Guardian for closed captioning , RCA DRC6355N or acceptable equal</b>		
183	Sony	<input type="text"/> %	<input type="text"/> %
184	Panasonic	<input type="text"/> %	<input type="text"/> %
185	Phillips	<input type="text"/> %	<input type="text"/> %

186	Zenith		%		%
187			%		%
188			%		%
	<b>TV Guardian, Model 201 or acceptable equal</b>				
189			%		%
190			%		%
	<b>NON-LINEAR DIGITAL VIDEO EDITOR, Applied Magic Screen Play SPD120EN or acceptable equal</b>				
191	Screen Play		%		%
192			%		%
193			%		%
194	<b>Sanko Tandberg digital Language Labs and Equipment required for the Language Labs developed on .Net Platform by Microsoft and compatible with Vista operating system by Microsoft.</b>				
Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is an authorized dealer to sell and service the following equipment.					
	<b>Equipment Only</b>	<b>With Installation</b>			
	Manufacturer % Discount	Manufacturer % Discount			
	%	%			
Delivery Days ARO		(See Special Condition B)			
Warranty Period (years)		(See Special Condition O)			
195	<b>VARITRONICS, Includes installation removal of dunnage, training and FOB-destination, Insurance is required. (See Special Condition B and S.)</b>				
Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is an authorized dealer to sell and service the following equipment.					
a.)	<b>Prolmage XL 3000 with PC Interface and Software</b>				
	Part # 18146-00	\$		each	
b.)	<b>Pro 36 Color Poster Printer</b>				
	Part # 5388-00	\$		each	
Delivery Days ARO		(See Special Condition B.)			
Warranty Period (years)		(See Special Condition O.)			
<b>TOTAL ITEMS (a-b INCLUSIVE)</b>		\$			
Additional information: Paper supplies at a single fixed discount off list price for entire line.		\$			
196	<b>SMART BOARD or Acceptable Equal, Includes installation, training and FOB destination, Insurance required. (See Special Condition B and S.)</b>				
Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is an authorized dealer to sell and service the following equipment. <b>Note:</b> All Smart products must include "educational grant" discount.					
a.)	SB 580	\$		each	

b).	SB 560	\$	_____	each
c).	SB 540	\$	_____	each
<b>TOTAL ITEMS (a-c INCLUSIVE)</b>			\$	_____
Additional information				
Stand FS 570	_____	\$	_____	each
Stand FS 540	_____	\$	_____	each
Smart expression mobile multimedia cabinet SE 1-503	_____	\$	_____	each
Rear Screen with projector RPSB 3000	_____	\$	_____	each
Delivery Days ARO	_____	(See Special Condition B.)		
Warranty Period (years)	_____	(See Special Condition O.)		

<b>197</b>	<b>MIMIO BOARD PART # 600-0040 or Acceptable Equal, FOB destination, Insurance required. (See Special Condition B and S.)</b>			
Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is an authorized dealer to sell and service the following equipment. <b>Note:</b> All Mimio products must include "educational grant" discount.				
a).	_____	\$	_____	each
b).	_____	\$	_____	each
c).	_____	\$	_____	each
Additional information				
_____	_____	\$	_____	each
_____	_____	\$	_____	each
_____	_____	\$	_____	each
_____	_____	\$	_____	each
Delivery Days ARO	_____	(See Special Condition B.)		
Warranty Period (years)	_____	(See Special Condition O.)		

**198. BROADCASTING STUDIO PACKAGE FOR ELEMENTARY SCHOOL**

Awarded vendor must be capable of providing the installation (See Special Condition R.) and four (4) hours of training.

FOB destination and insurance are required (See Special Condition B and S.).

This package is to be bid together with the indicated quantities, manufacturers and model numbers. **Only dealers authorized to sell and service this equipment may bid on this package.** Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is an authorized dealer to sell and service the equipment.

<b>Qty Description</b>
2 Pan. AG-DVC7 Mini DV Camcorder

2 JVC SR-VS30U Mini DV/VHS Recorder 1 Videonics MX4DV 1 Mackie 1402VLZ Pro Audio Mixer 1 Shure SM58LC Handheld Mic 1 Shure A25D Stand Adapter 1 Atlas DS-5 Desk Stand 2 Shure SM-11CN Wired Lav Mic 2 Bogen 3124N Tripod w/ Head 1 Bogen 3127 Dolly 3 JVC TMA13SU Monitor 1 Pan. AG-DV2500 Mini DV Recorder <b>(optional)</b> 1 JVC TM-21A2U Monitor <b>(optional)</b> 1 SPD120-EN Applied Magic Editing <b>(optional)</b> 1 Anchor COM40 Intercom System 1 Marantz PMD351 CD/Cassette Player 1 Zenith XBV613 Combo 1 Cables and Installation
<b>Total Cost including installation without optional equipment listed above</b>
\$ _____ / package
<b>Total Cost including installation with optional equipment listed above</b>
\$ _____ / package

Additional Information for Optional Equipment:		
	Equipment Only	With Installation
1	Pan. AG-DVC7 Mini DV Camcorder \$ _____ each	\$ _____ each
1	JVC SR-VS30U Mini DV/VHS Recorder \$ _____ each	\$ _____ each
1	JVC TMA13SU Monitor \$ _____ each	\$ _____ each

**199. BROADCASTING STUDIO PACKAGE FOR MIDDLE SCHOOL**

Awarded vendor must be capable of providing the installation (See Special Condition R.) and four (4) hours of training.

FOB destination and insurance are required (See Special Condition B and S.).

This package is to be bid together with the indicated quantities, manufacturers and model numbers. **Only dealers authorized to sell and service this equipment may bid on this package.** Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is an authorized dealer to sell and service the equipment.

Qty - Description
2 Pan. AG-DVC7 Mini DV Camcorder
2 JVC SR-VS30U Mini DV/VHS Recorder
1 Videonics MX4DV
1 Mackie 1402VLZ Pro Audio Mixer
2 Shure SM58LC Handheld Mic
2 Shure A25D Stand Adapter
2 Atlas DS-5 Desk Stand
2 Shure SM-11CN Wired Lav Mic
2 Bogen 3124N Tripod w/ Head

2 Bogen 3127 Dolly 3 JVC TMA13SU Monitor 1 Pan. AG-DV2500 Mini DV Recorder <b>(optional)</b> 1 JVC TM21A2U Monitor <b>(optional)</b> 1 SPD120-EN Applied Magic Editing <b>(optional)</b> 1 Anchor COM60 Intercom System 1 Marantz PMD351 CD/Cassette Player 2 Anchor AN130 Powered Audio Monitor 1 Sennheiser EH150 Headphones 1 Zenith XBV613 Combo 1 Cables and Installation
<b>Total Cost including installation without optional equipment listed above</b> \$ _____ / package
<b>Total Cost including installation with optional equipment listed above</b> \$ _____ / package

Additional Information for Optional Equipment:		
	Equipment Only	With Installation
1	Pan. AG-DVC7 Mini DV Camcorder \$ _____ each	\$ _____
1	JVC SR-VS30U Mini DV/VHS Recorder \$ _____ each	\$ _____
1	AVDAV15CV Teleprompter \$ _____ each	\$ _____
1	Bogen 3192 Tripod \$ _____ each	\$ _____
	Bogen 526 Head \$ _____	\$ _____
1	Bogen 3189 Spreader \$ _____ each	\$ _____
1	Bogen 3156 Dolly \$ _____ each	\$ _____

**200. BROADCASTING STUDIO PACKAGE FOR HIGH SCHOOL**

Awarded vendor must be capable of providing the installation (See Special Condition R.) and four (4) hours of training.

FOB destination and insurance are required (See Special Condition B and S.).

This package is to be bid together with the indicated quantities, manufacturers and model numbers. **Only dealers authorized to sell and service this equipment may bid on this package.** Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is an authorized dealer to sell and service the equipment.

Qty	Description
3	Pan. AW-E350 Camera
3	Pan. Studio Pack Consisting of: AW-LZ16ST55 AW-LK50 WVCA12T12A WV-RC550 AWCA50A26 AW-PB506 WV-VF65B
2	AVD AV15CV Package Consists of: AV15CV, Ezrite Win Software, Scan Converter, Video DA
2	Bogen 3192 Tripod
2	Bogen 526 Head
2	Bogen 3189 Spreader
1	Bogen 3191 Tripod

1 Bogen 516 Head 3 Bogen 3156 Dolly 1 PAN. AG-MX70 Mixer 5 JVC TMA13SU 2 PAN. AG-DV2500 VTR 1 Mackie 1402VLZPRO Mixer 1 Marantz PMD351 CD/CASS PLY 1 Zenith XBV613 Combo 1 Anchor COM60 Intercom System 2 Anchor AN130 Powered Audio Mon. 1 Atlas SB36W Boom Stand 3 Shure SM11 LAV Mic 1 Shure SM81LC Mic 2 JVC SRVS30U Mini DV/VCR 1 Cables, Connectors, Installation
Total cost including installation \$ _____ / <span style="float: right;">package</span>

Additional Information for Optional Equipment:		
	Equipment Only	With Installation
1	Pan. AG-DVC7 Mini DV Camcorder \$ _____ each	\$ _____
1	JVC SR-VS30U Mini DV/VHS Recorder \$ _____ each	\$ _____
1	AVDAV15CV Teleprompter \$ _____ each	\$ _____
1	Bogen 3192 Tripod \$ _____ each	\$ _____
	Bogen 526 Head \$ _____	\$ _____
1	Bogen 3189 Spreader \$ _____ each	\$ _____
1	Bogen 3156 Dolly \$ _____ each	\$ _____

**SECTION II – SPECIFICATIONS FOR AUDIO VISUAL SUPPLIES AND EQUIPMENT  
CATALOG AND PHOTOGRAPHIC SUPPLIES AND EQUIPMENT CATALOG**

**Awards will be made to ALL responsive, responsible bidders offering a single fixed percentage discount off each manufacturer’s price list/catalog and comply with specifications, terms, and conditions to provide single fixed percentage discounts to be deducted from catalog list prices. Vendors who offer the highest single fixed percentage discount should be in the best position to receive the majority of orders. Bidders are not required to bid on each manufacturer.**

- A. CATALOG: Bidders shall furnish with this bid, or within three days upon request, one copy of their current catalog. Catalogs shall have prices printed in their catalog. No separate price list will be accepted.

Upon award of bid, successful bidders will be advised in writing of the addresses and number of catalogs to be supplied to the various schools and departments. All successful bidders must deliver this same current catalog to all Palm Beach County schools and departments at no cost to the School District. Catalogs may be updated once a year. Discounts must remain the same.

- B. **FIXED PERCENTAGE DISCOUNT:** Bidder shall indicate in all spaces provided on Bid Summary Sheet their single fixed percentage discount to be deducted from the catalog list prices and the discount guarantee for the term of this contract. Freight must be included in the discount offered, as FOB destination.

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. Only one discount for the entire catalog will be accepted.

- C. **MINIMUM ORDER:** The actual quantity ordered by one school location may be as low as one unit which bidders will be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.
- D. **PRICE ADJUSTMENT:** The discounts, terms and conditions of this bid are to remain firm throughout the contract period. If, during the contract period, the vendor issued an upgraded catalog, replacements to the catalog submitted with the bid, such replacements are to be forwarded to the Palm Beach County School District Purchasing Department, 3300 Forest Hill Boulevard, A-323, West Palm Beach, FL 33406-5813, Attention: Genell McMann, Purchasing Agent. The replacements are to be received no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes. Vendor must deliver copies of the replacement catalogs with new manufacturer prices to all Palm Beach District schools as indicated. (Refer to paragraph A.). The above replacements catalogs shall not be upgraded more than once a year.
- E. **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.
- F. **EXEMPT FROM THIS BID:** This bid is only for Audio Visual and Photographic Supplies and Equipment. Items found in the catalog for office, classroom, computer, furniture, comprehensive, security bids for supplies and equipment shall not be part of this bid. Books and printed videos are also excluded from this bid.

<b>201. SINGLE FIXED PERCENTAGE CATALOG DISCOUNT FOR AUDIO VISUAL SUPPLIES AND EQUIPMENT:</b>	_____ %
<b>202. SINGLE FIXED PERCENTAGE CATALOG DISCOUNT FOR PHOTOGRAPHIC SUPPLIES AND EQUIPMENT:</b>	_____ %

**BID REQUIREMENTS**

1. <b>CATALOG:</b> SUBMITTED WITH THIS BID?	e Yes	e No
2. <b>DISCOUNT GUARANTEE:</b> For Contract Term?	e Yes	e No
3. <b>FURNISH CATALOGS:</b> If a successful bidder, to all Palm Beach County Schools, Departments, and the Purchasing Department?	e Yes	e No
4. <b>DELIVERY:</b> Free discounted catalog to be FOB individual destinations?	e Yes	e No
		_____ Days ARO

**SECTION III – SPECIFICATIONS FOR TRAINING, REPAIR AND INSTALLATION**

**Awards will be made to ALL responsive, responsible bidders who offer fixed one-half hour, hourly and premium rates, and comply with specifications, terms, and conditions to provide training, repairs, installation and/or service. Vendors who offer the lowest fixed cost should be in the best position to receive the majority of orders. Bidders are not required to bid on each manufacturer, only those manufacturers which they are authorized to provide training for, and/or repair, install or service.**

Bidder must submit with the bid or within 3 days of request, a letter from the manufacturer stating that the bidder is

an authorized dealer to sell and service the equipment.

- G. **INSTALLATION:** Successful vendor shall be responsible for unloading, uncrating, removal of dunnage, setting in place and making ready for operation all equipment involved. Successful vendor shall be responsible for furnishing all labor and materials to install designated items.

Installation shall include disconnect and removal of old equipment (where replacement is involved), full and complete hook-up of new unit. Vendor shall make all final connections. School District will furnish necessary services within a reasonable distance.

- H. **SERVICE:** Bid will be considered only from manufacturers whose authorized distributors or dealers are normally engaged in the sale and distribution of the materials offered herein, and who maintain on hand a representative stock of the designs of the material offered. Bidder must have adequate organization facilities, equipment, and personnel to ensure prompt and efficient service to the District.

The following minimum service requirements shall be included as part of any contract award:

1. Parts shall be available in sufficient quantities to keep equipment purchased under this contract in operational condition for a minimum of five years after equipment acceptance. Subsequent to any warranty periods under this contract and during the five years, all required parts shall be received by the school/department within a maximum of 30 days after receipt of order.
2. Bidder shall have a local facility capable of making required on-site warranty repairs. Such facility shall be stocked with necessary parts to make routine repairs without unnecessary delay.
3. Awarded vendors shall be required to repair all equipment under warranty within 72 hours of notification. If equipment cannot be repaired within 72 hours, a loaner must be provided by the awarded vendor(s) at no cost to the District.
4. A complete list of authorized service facilities, including mailing addresses, telephone numbers, and email addresses shall be submitted as part of the bid response, or within 3 days of notification.
5. The awarded vendor(s) shall provide on-site service consisting of the initial set-up testing and demonstration of new equipment to acquaint the user with its operation. When the equipment is to be installed as part of an existing system, the awarded vendor(s) shall provide technical information to the purchaser, at their request, to assist in interfacing the new equipment into the system. The services shall be provided at no additional cost to the District. Bidder shall remove all dunnage from premise.
6. The District reserves the right to disqualify a bidder at any time if the facility does not meet minimum service requirements set forth in this bid.

**203. TRAINING**

Only product-authorized dealers shall provide training at the school/department site, on but not limited to TV Broadcasting Production, Editing, Shooting Skills, Trouble Shooting, etc.

\$		<b>per hour including travel</b>
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**204. REPAIR OF EQUIPMENT**

Repairs after warranty expires must be offered only from authorized dealers. Proof of manufacturer training may be requested by the Purchasing Department on individuals servicing equipment. Indicate what products on this bid you are qualified to repair.

	<b>Hourly Rate</b>
\$	Rate per ½ hour for repair estimate, including travel.
\$	Rate per ½ hour for repair service including pickup and delivery and travel.
\$	Rate per hour for repair estimate, including travel.

\$		Rate per hour for repair service including pickup and delivery and travel.
\$		Premium rate per hour for repair estimate, including travel. (Evenings, Week-ends, Holidays)
\$		Premium rate per hour for repair service including pickup and delivery and travel. (Evenings, Weekends, Holidays)

**205. INSTALLATION AND/OR SERVICE (This does not include Broadcasting Packages)**

		<b>Days ARO after receipt of equipment at School/ Department</b>
\$		<b>per/hour</b>

**07C-8G–Area Representative Document for Section-I**

Vendor Name:	<input type="text"/>
Area (Company) Representative:	<input type="text"/>
Company Name:	<input type="text"/>
Company Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**07C-8G–Area Representative Document for Section-II**

Vendor Name:	<input type="text"/>
Area (Company) Representative:	<input type="text"/>
Company Name:	<input type="text"/>
Company Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**07C-8G--Area Representative Document for Section-III**

Vendor Name:	<input type="text"/>
Area (Company) Representative:	<input type="text"/>
Company Name:	<input type="text"/>
Company Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**07C-8G–Variances for Section-I**

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

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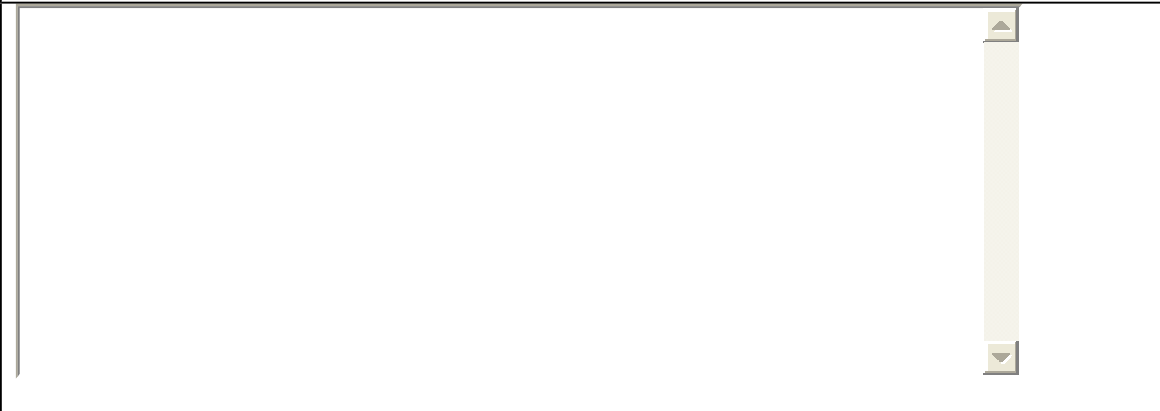
**07C-8G–Variances for Section-II**

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

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**07C-8G–Variances for Section-III**

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



# 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 effects 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 electronically sign the statement, I certify that this firm complies fully with the above requirements.

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

\_\_\_\_\_  
NAME OF COMPANY REPRESENTATIVE

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

PBSD 0580 (New 3/91)



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

BID/RFP or Project Name

BID/RFP or Project Number

Name of Bidder

The undersigned intends to perform work with the above project as *(check one)*  
 Individual     Partnership     Corporation     Joint Venture

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

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

The undersigned is:  
 Certified with the School District of Palm Beach County M/WBE Coordinator  
 Certified with the State of Florida, Department of General Services

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

- |  |   |                              |
|--|---|------------------------------|
| <b>COLUMN 1</b>                                      | <b>COLUMN 2</b>                           | <b>COLUMN 3</b>              |
| <input type="radio"/> American Indian/Alaskan Native | <input type="radio"/> Physically Disabled | <input type="radio"/> Female |
| <input type="radio"/> Asian/Pacific Islander         |   | <input type="radio"/> Male   |
| <input type="radio"/> Black, Non-Hispanic            |   |                              |
| <input type="radio"/> Hispanic                       |   |                              |
| <input type="radio"/> Multiracial                    |   |                              |
| <input type="radio"/> 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

DATE  
 PBSD 1525 (RE. 10/18/2001)      ORIGINAL - Purchasing Department

## MINORITY CERTIFICATION INFORMATION

Minority Certification applications are available through the Minority Business Enterprise located at: <div style="margin-left: 40px;">                     Office of Diversity in Business Practices                      School District of Palm Beach County                      3300 Forest Hill Boulevard, Suite A-106                      West Palm Beach, FL 33406-5871                      Phone: (561) 434-8508  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a> </div>	
<b>Are you a minority vendor certified by:</b> (Check if appropriate)	
Palm Beach County School District <input type="checkbox"/>	
State of Florida <input type="checkbox"/>	
If yes, expiration date <input style="width: 150px;" type="text"/>	
Minority Classification <input style="width: 150px;" type="text"/>	
<b>District Classifications:</b>	
2-Black 3-Hispanic 4-Indian/Alaska 5-Asian 6-Women 7-Disabled 8-Other	
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm (s), please list the vendors and the estimated dollar value below:	
<b><u>Vendor</u></b>	<b><u>Estimated Dollar Value</u></b>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>

## **INSTRUCTIONS TO BIDDERS**

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.
2. **ANTI-COLLUSION:** By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School District of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
4. **BIDS:** Bids will be received electronically through a secure mailbox at RFP Depot, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813 and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure their bid reaches RFP Depot on or before the closing date and hour as indicated in this bid document.
5. **INSPECTION AND READING OF BID:** As per Florida Statute 119.07(3)(o), the reading of this bid is hereby waived until such time as the agency provides notice of a decision or intended decision pursuant to S. 120.57(3) or within ten days after bid or proposal opening, whichever is earlier.
6. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.
7. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder be granted a release from their bid or proposal more than one time in a two-year period without penalty.
8. **DEFAULT:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
9. **CANCELLATION / TERMINATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent or designee shall give written notice to the contractor stating the deficiencies and unless the deficiencies are corrected within ten days,

recommendation will be made to the School Board or their designee for immediate cancellation. Upon cancellation hereunder the School Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

The Board or their designee reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District shall be relieved of all obligations under said contract. The Board or their designee shall only be required to pay to the contractor that amount of the contract actually performed to the date of termination.

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

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the District or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any irregularity or minor technicalities in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
12. **THE JESSICA 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 awardee 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 awardee. Awardee shall not begin providing services contemplated by this Agreement until awardee 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 awardee (or discontinuation of awardee's services) on the basis of these compliance obligations. Awardee agrees that neither the awardee, nor any employee, agent or representative of the awardee who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes §435.04 will be employed in the performance of this contract.
13. **DISQUALIFYING CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed

on the convicted vendor list.

The vendor or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The vendor must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the vendor to comply as a breach of contract and immediately terminate the services of the vendor.

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

14. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School District.
15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted with RFP Depot, Inc. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of this contract.

Any bidder who is adversely affected by the recommended award may file a protest within the time prescribed in section 120.57(3), Florida Statutes. Failure to post bond with the school board or to adhere strictly to the requirements of statutes and state board rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any bidder who is adversely affected by the recommended award may address the school board at a regularly scheduled board meeting.

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

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 03-00009-22-60 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet,

or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

20. **SUBCONTRACTING:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid or prior to use for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District.

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

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

22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

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

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with FS 435.04 will enter onto any school site.

## 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. **PAYMENT / PAYMENT TERMS:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.

The District's payment terms are net 30 days, however the District will accept terms for early payment. These discounted terms maybe included with the Bid Summary Document of this bid. Payment will not be processed until the following occurs:

- A. The complete and satisfactory receipt of all items ordered on a purchase order.
- B. The receipt of a properly billed invoice in the Accounting Services Department.
- C. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School District MUST include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

- A. Purchase order number.
- B. Name and address of vendor, a unique invoice number and date of shipment.
- C. All pricing must be in accordance with the bid.
- D. Line item total or extended price, minus bid discount as listed on our purchase order.
- E. All original invoices must be mailed to Accounting Services/Accounts Payable as listed on the right top corner of the purchase order.

**Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.**

**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 \$750 daily per vendor (with the exception of travel) until June 30, 2006. Purchase orders are strongly discouraged for purchasing materials and supplies under \$750.

As of July 1, 2006, the Purchasing Card limit will be increased to \$1,000 daily per Vendor, (with the exception of travel).

Purchasing Cards represent a simplified means of processing District financial transactions and saving on administrative costs while offering schools/departments an alternative way for making purchases.

**The purchasing card program is not authorized as a means for Internal Funds purchasing at this time.**

4. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
5. **FUNDING OUT, TERMINATION, CANCELLATION:** Florida School Laws prohibit the School Board or their designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

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

Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all bidders:

The School Board or their designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the equipment being terminated with equipment with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School District of all further obligations in any way related to such equipment covered herein”.**

This completed statement must be included as part of any lease agreement submitted by the successful bidder. No lease will be considered that does not include this provision for “funding out”.

6. **MINORITY BUSINESS PARTICIPATION:** The School District of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the School District of Palm Beach County’s Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>.

Contractors who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526)

will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Office of Supplier Diversity the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the School District of Palm Beach County or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The School District of Palm Beach County 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.

School District M/WBE Supplier Graduation – Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

7. **CONTRACTOR BID REQUIREMENTS:** As part of its bid or proposal, Bidder or Proposer shall provide to the School District a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
8. **CONTRACT DISCLOSURE:** Upon the School District's request, and upon the filing of a complaint against Contractor pursuant to Palm Beach County School Board Policy 6.144, Contractor agrees to provide the School District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within the Palm Beach County School District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor agrees to fully cooperate in any investigation conducted by the School District pursuant to this Policy. Contractor understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, and other sanctions.
9. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
  - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or

claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or

- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

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

This article will survive the termination of this contract.

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

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

11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L 442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

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

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

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

13. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
14. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
15. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
16. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
17. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
18. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
19. **SAMPLES, DEMONSTRATIONS AND TESTING:**
  - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

- B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
- C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
20. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
25. **ORDERING PROCEDURE:**

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

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

**No item may be shipped or service performed that is not listed on the purchase order.**

26. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at RFP Depot.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in §120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
27. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Instruction to Bidders, and Lobbying, of this proposal and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

28. **INTERPRETATIONS:** Neither RFP Depot nor any employee of the School District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
29. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions or the Instructions to Bidders shall have precedence.

Dear Valued Supplier:

The Palm Beach County School District is pleased to announce the selection of PeopleSoft software as our new operating system throughout the District, beginning May 1, 2006.

Our PeopleSoft implementation will require your assistance and continued support as there will be several changes in how we conduct business together. For example: if you are an awarded supplier who supplies goods to the District, we will be contacting you to obtain an electronic catalogue of your products in a variety of possible formats (.xls, .html, etc.). This will be used to help our end users place their supply orders. Additional information regarding electronic catalogues and formats can be found on our Purchasing website under the FAQ section.

The District is committed to continuing our relationship with our current vendors. To assist our vendors with our transition to PeopleSoft, we will be providing frequent communication and workshops that will provide you with information, timelines, contacts and processes that will be changing. Examples of these changes are:

- | Purchase orders from PeopleSoft will be 10 digits in length, numeric only
- | Part numbers will be assigned and vendors will see part numbers on future POs
- | POs will be electronic
- | Change orders will be electronic

Please visit our website at <http://www/bids/purch/index.asp> for additional details, our readiness survey, and workshop dates.

Survey monkey link:

<http://www.surveymonkey.com/s.asp?u=782451193090>

## FAQs

### **Electronic catalogue**

Q: What is an electronic catalogue?

A: An electronic catalogue is a computer-generated file of a vendor's items that allows a customer to search for these items via the Internet or other electronic means.

Q: How do I create an electronic catalogue?

A: Electronic catalogues can be created using Microsoft Excel, Microsoft Word, HTML, or other computer file format.

Q: What if I don't have an electronic catalogue?

A: If your firm does not have an electronic catalogue, please contact our Purchasing Department for information on how you can prepare one and/or for vendors' alternatives to electronic catalogues.

Q: What formats are electronic catalogues?

A: Microsoft Excel: .xls

Microsoft Word: .doc

Hypertext Markup Language: .html

Q: What information should be in my electronic catalogue?

A: Item name

Item description

Item price

Item picture

### **EDI**

Q: What is EDI?

A: The movement of business data electronically between or within companies in a structured

computer-process-able data format that permits data to be transferred without re-keying.

Q: What is Automated Clearing House (ACH)?

A: A domestic payment system providing an electronic payment parallel to the Federal Reserve check clearing system. An ACH transfer can contain more information than a check and is generally more reliable and cost efficient.

Q: What is Electronic Funds Transfer (EFT)?

A: The process of transferring funds via EDI. The movement of funds by non-paper means, usually through a payment system such as an automated clearinghouse network.

# Questions and Answers

## Question

Question #1 Clarification Section II, Specifications Item A

We are authorized sales and service dealers for several (4) different manufacturers for whom we will be submitting bids. The manufacturers we represent do not include pricing in their picture catalogs or brochures. However, they do have descriptive product listings with retail pricing included. Should we submit both or will the manufacturers product/price listing meet bid requirements?

Question #2

In order to offer the school district the best possible pricing for all items, it is necessary to bid different percentages off the MSLP. Should we submit four (4) separate bid responses (one per manufacturer) via RFP Depot?

Question #3

If awarded a contract, Can information be mailed to schools in CD format? (Submitted: Jul 5, 2006 4:47:16 PM EDT)

## Answer

I #1 - Supply descriptive product listings that include part number's where applicable with pricing. Catalogs may be requested as needed.

#2 - Please follow the Special Condition C- Award, for each section. Additional Manufacturers, Additional Manufacturers Discounts may be listed in each variances section of the bid.

#3 - The District will make that decision, however, the District is looking to upload awarded vendor's catalog into the District marketplace. (Answered: Jul 6, 2006 7:00:58 PM EDT)

## Question

For line #37 you ask for a 8' X 6' Video Spectra 1.5 screen but the part number you have listed (#73637) is a 60" X 80" Model B Video Spectra 1.5. Do you want us to bid a custom 8' X 6' screen or the 60" X 80" screen? (Submitted: Jul 6, 2006 5:06:00 PM EDT)

## Answer

I The description for Line Item 37 has been changed to a 6' X 8' Video Spectra 1.5 screen with a new part number of Dalite 83226. An addendum is being released today to reflect this change. (Answered: Jul 10, 2006 1:48:50 PM EDT)