



The School District of Osceola County, Florida

Blaine A. Muse - Superintendent

817 Bill Beck Boulevard • Kissimmee, Florida 34744-4495
Phone: (407) 870-4600 • Fax: (407) 870-4010 • www.osceola.k12.fl.us

BID # SDOC-07-031-LK CATV DISTRIBUTION SYSTEM COMPONENTS

PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS WILL BE CONSIDERED A BINDING CONTRACT.

THOMAS E. CHALIFOUX
DISTRICT NO. 2 KISSIMMEE
PHONE: (407) 846-0977

COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: (Area Code) _____ FAX: (Area Code) _____

TOM GREER
DISTRICT NO. 4 KISSIMMEE
PHONE: (407) 892-8200

TOLL FREE TELEPHONE: (Area Code) _____

TYPED NAME OF PERSON RESPONSIBLE FOR BID/RFP: _____

SIGNATURE: _____ DATE: _____

JOHN MCKAY
DISTRICT NO. 5 ST. CLOUD
PHONE: (407) 957-4056

EMAIL ADDRESS FOR PERSON ABOVE: _____

PLEASE LIST BELOW THE "INSIDE" SALES CONTACT FOR THIS CONTRACT

TYPED NAME: _____

DAVID E. STONE
DISTRICT NO. 3 KISSIMMEE
PHONE: (407) 933-2700

TITLE: _____ PHONE: (Area Code) _____ Ext _____

FAX: (Area Code) _____ EMAIL ADDRESS: _____

JAY WHEELER
DISTRICT NO. 1 KISSIMMEE
PHONE: (407) 390-0505

Bids shall be submitted in a sealed envelope, clearly marked with the Bid name, number and the opening date and time. All submittals must be on the attached forms and received in the Purchasing Department located at 817 Bill Beck Boulevard, Building 2000, Kissimmee, FL 34744-4495. If you have any questions regarding this Bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this Bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation, please include a stamped, self-addressed envelope with your Bid response.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will make all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the American With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

BECAUSE OF THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU "DO NOT" SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.

Board Meets First Tuesday of Each Month

DISTRICT-WIDE ACCREDITATION BY THE SOUTHERN ASSOCIATION OF COLLEGES AND SCHOOLS

An Equal Opportunity Agency



The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 Fax (407) 870-4616 www.osceola.k12.fl.us

September 5, 2006

CALL FOR BID BID #SDOC-07-031-LK

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for Purchase of **CATV Distribution System Components** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 PM on Thursday, September 28, 2006**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

A Deadline for Questions is set for Tuesday, September 19, 2006 before 12:00 PM, all questions must be in writing and faxed to Lisa Kesecker, Purchasing Specialist at Fax # 407-870-4618. If necessary an Addendum will be issued addressing all questions received by the deadline.

PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133(2)(a), A person or affiliate who has been on the Convicted Vendor list for the State of Florida 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.

Convicted Vendors may not transact business with any Public Entity in excess if the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REQUIRED BID SUBMITTALS:

Please be sure you have completed and enclosed this page along with the required documents listed below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.

Signed Bid Documents

Drug Free Workplace Certification

Manufacturer's Certificate of Warranty

Additional Submittals specific to this bid may also be required. See Bid for details.

**FC-220-120
(Rev. 6/99)**

STATEMENT OF NO BID

The School District of Osceola County, Florida
Purchasing Department
817 Bill Beck Boulevard, Building 2000
Kissimmee, Florida 34744-4495

Attn: Lisa Kesecker – Purchasing Specialist

Bid # SDOC-07-031-LK

We, the undersigned, have decided not to bid for the following reasons.

- We do not handle products/services in this classification
- Opening date does not allow sufficient time to complete bid
- Cannot supply at this time
- Suitable but engaged in other work
- Quantity too small
- Cannot meet required delivery
- Equivalent not presently available
- Unable to meet specifications
- Unable to meet insurance/bond requirements
- Please remove our name from the vendor file only for the commodity listed above
- Please remove our name from the School Board's entire vendor files
- Other reasons or remarks

We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

Company Name _____

Authorized Signature _____

Print Name of Authorized Person _____

Email Address for Authorized Person _____

Telephone Number _____

Fax Number _____

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID/RFP REPLY ENVELOPE.

Failure to do so may result in your name being removed from the School District of Osceola County's Vendor List for this commodity.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN	
SEALED BID NUMBER:	<u>SDOC-07-031-LK</u>
BID TITLE:	<u>CATV Distribution System Components</u>
BID TO BE OPENED ON	<u>September 28, 2006</u> AT <u>2:00</u> P.M.
BID ENCLOSED	<u> </u> "NO BID LETTER" ENCLOSED <u> </u>
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495

Reminder: Question Deadline is scheduled for Tuesday, September 19, 2006 before 12:00 PM (noon)

DRUG FREE WORKPLACE
CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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. In order to 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 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 employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ne (pr237p)

BID #SDOC-07-031-LK

CATV DISTRIBUTION SYSTEM COMPONENTS

1. **SCOPE**

- 1.01 THIS SPECIFICATION establishes the minimum requirements for THE PURCHASE OF CATV DISTRIBUTION SYSTEM COMPONENTS, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.
- 1.02 THE INTENT of this bid is to establish a contract for a period of one (1) year from the date of award of the bid during which time; the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid.

2. **STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

THE COMPLETE BID PACKAGE, AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE WITH THE BID NUMBER IT'S OPENING DATE AND TIME ALONG WITH THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, may not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance 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.

2.04 **QUESTION DEADLINE**

A Question Deadline is set for Tuesday, September 19, 2006 at 12:00 PM, all questions must be in writing and faxed or emailed to Lisa Kesecker, Purchasing Specialist at Fax # (407) 870-4618 or by email at keseckel@osceola.k12.fl.us If necessary an Addendum will be issued addressing all questions received by the question deadline.

2.05 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

- 2.06 **TAXES**
The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.
- 2.07 **AVAILABILITY OF FUNDS**
The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.
- 2.08 **ACCEPTANCE / REJECTION**
The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.
- 2.09 **CANCELLATION CLAUSE**
The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date without "cause" and ten (10) calendar days with "cause".
- 2.10 **UNIFORM COMMERCIAL CODE**
The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.
- 2.11 **POSTING OF BID TABULATIONS**
Bid tabulations and recommended awards will be posted at the location where bids were opened and will remain posted for 72 hours for review by interested parties. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 2.12 **LEGAL REQUIREMENTS**
Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
- 2.13 **CHECK UNIT PRICES**
PLEASE BE SURE TO CHECK ALL UNIT PRICES AND EXTENSIONS. IN THE EVENT AN ERROR IS MADE IN SUBMITTING YOUR BID PRICES, THE UNIT PRICE BID WILL BE USED IN DETERMINING THE CORRECT BID PRICE.
- 2.14 **NON-COLLUSION**
Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

2.15 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of five percent (5%) or more in the bidder's firm or any of its branches.

2.16 **EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

2.17 **BANKRUPTCY / INSOLVENCY**

At the time of bid submittal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

2.18 **FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

2.19 **OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

2.20 **DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.
2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.

7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pro-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consist and not be limited to each of the following:
 - a) each page of this document,
 - b) all addenda heretofore issued,
 - c) drawing(s), if any,
 - d) purchase order,
 - e) bidder's submittals, if any,
 - f) contract agreement, if required.
9. "Campus Grille" shall also be known as the Food Services Department.

2.21 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS**

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.
- B. **INTERPRETATION OF BIDDING DOCUMENTS**
No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.
- C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.22 **LITIGATION HISTORY**

All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contract value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

3. SPECIAL TERMS AND CONDITIONS

3.01 LENGTH OF CONTRACT

Prices shall remain firm for a period of one (1) year from date of bid award, with the option to renew for two (2) additional one (1) year periods, for a total of Three (3) years. This stipulation shall be subject to a thirty (30) calendar day written notice of cancellation by the School District of Osceola County, the awarded Contractor must provide a ninety (90) day written notice to cancel as specified herein.

3.02 METHOD OF AWARD

BID PRICES will be accepted and considered by the following methods: (1) The total bid price for all items for these specifications in an "ALL OR NONE" Bid and/or (2) Items may be awarded on a "Lot-by-Lot" basis for a particular group of items. The School District of Osceola County, Florida, reserves the right to award the bid on either of these two (2) bid prices. The Board reserves the right to reject any or all bids or to accept any bid or part thereof, which in its judgment, will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

3.03 CONTRACT RENEWAL

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing.

3.04 ASSIGNMENT

Any Purchase Order issued regarding this invitation to bid or money which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

3.05 ITEM DISCONTINUENENESE

During the term of this contract as items are discontinued and a replacement offered, the awarded vendor must notify the Purchasing Department with the new equipment specifications and price. If the Purchasing Department and the Representative from the Technology Services Department approve the newer/current model, an amendment will be placed in the bid folder noting the newer/current model as the revised product model for the remainder of the contract term.

3.06 MODEL NUMBER CHANGES

During the term of this contract as items are updated with a newer/current model, the awarded vendor must notify the Purchasing Department with the new equipment specifications and price. If the Purchasing Department and the Representative from the Technology Services Department approve the newer/current model, an amendment will be placed in the bid folder noting the newer/current model as the revised product model for the remainder of the contract term.

3.07 PURCHASING AGENT AS REFEREE

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

3.08 REPRESENTATIVES OF THE PURCHASING AGENT

Duly appointed representatives may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge, or relax the conditions of these specifications. The representatives of the School District will have the authority to reject defective equipment, report on inept personnel, and to suspend any work that is being improperly done, subject to the final decision of the Purchasing Agent.

3.09 **RIGHT TO TERMINATE**

In the event any of the provisions of the contract are violated by the successful bidder, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

3.10 **ANNULMENT OF THE CONTRACT**

This contract, of which these specifications form an inseparable part, may be annulled by the School District of Osceola County for the following reasons: (a) Failure of the Contractor to supply equipment and personnel acceptable to the School District's duly appointed representative; (b) Failure on the part of the Contractor to observe the requirements of these specifications; (c) Failure on the part of the Contractor to promptly remove defective equipment or incompetent personnel as may be directed by the School District's representative.

3.11 **DELIVERY TERMS**

A. **DELIVERY POINT**

The bid price must include all delivery charges to the delivery point: The exact Delivery Point shall be listed on each Purchase Order, if it differs from the School District's Warehouse located at 817 Bill Beck Blvd., Kissimmee, FL 34744. The term "DELIVERY POINT" includes the performance by the supplier or his agent, of tailgating the materials delivered. Palletized cargo will be off-loaded by the County, with the assistance of the supplier. Non-palletized cargo will be palletized by the supplier, if required. Pallets will be provided (exchanged) by the County. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the School District of Osceola County, Florida.

B. **DELIVERY TIME**

Orders shall be placed as needed and delivery shall be completed within seven (7) calendar days after order is placed, to any SDOC location in Osceola County.

C. **DELIVERY CHARGES**

Bid price must include all delivery charges.

D. **HOURS OF DELIVERY**

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the Warehouse are closed.

3.12 **MINIMUM ORDERS**

If a vendor wishes to set a minimum order dollar amount, they must do so by indicating the dollar amount in the space provided on the Price Sheet. Failure to specify will be considered no minimum dollar amount.

3.13 **LABELING**

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase Order Number.
- D. Vendor.

- 3.14 **DAMAGED ITEMS**
In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the vendor at no cost to the School Board.
- 3.15 **QUANTITY**
The estimated quantities that will be purchased during this bid period of one (1) year are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.
- 3.16 **QUANTITY CHANGES**
The School Board reserves the right to increase or decrease the total quantities necessary.
- 3.17 **METHOD OF ORDERING**
Items shall be order via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.
- 3.18 **EXEMPT FROM THIS BID**
Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.
- 3.19 **SUBSTITUTES**
Unapproved substitutes will not be allowed. If items are not available, the assigned Project Manager in the Construction Services Department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.
- 3.20 **STANDARDIZATION OF ITEMS**
Some items have been standardized by the School District of Osceola County's Construction Services Department; these items are indicated on the price sheet as "ONLY" along with the Manufacturer's name and part number, allowing no alternate submittals. Where there is no Manufacturer, model or part number indicated, just the description, please supply us with the Manufacturer name, model and part number you are bidding along with descriptive literature.
- 3.21 **INVOICING**
The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.
- 3.22 **PARTIAL PAYMENT / INVOICING**
Partial billing will not be accepted. The School Board will pay 100% of the contract price after all items have been delivered and accepted.

- 3.23 **PAYMENT DISCOUNTS**
A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.
- 3.24 **VENDOR SERVICE REPRESENTATIVE**
The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.
- 3.25 **SERVICE REQUIREMENTS**
The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.
- 3.26 **WARRANTY**
The manufacturer's standard warranty shall apply from the date of the acceptance by the School Board.
- 3.27 **COMPLIANCE WITH BID SPECIFICATIONS**
A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will not be "accepted" and will be returned to the vendor at no expense to the School District of Osceola County.
- 3.28 **MAKE AND MODEL**
State the make and model you are bidding on. If the item is other than specified, enclose literature giving complete specifications of the item being bid.
- 3.29 **REJECTED ITEMS**
Any item or items received, which do not meet specifications, will be returned at vendor's expense.
- 3.30 **EQUIVALENTS**
Bidders who propose equivalent products other than those manufacturers specified on the bid price sheet shall submit technical specifications on the equivalent product ten (10) calendar days in advance of the bid opening. Only those products submitted for approval will be considered. THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE EQUIVALENTS.
- 3.31 **APPROVED EQUIVALENTS**
THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA RESERVES THE EXCLUSIVE RIGHT TO DETERMINE APPROVED EQUIVALENTS AND SUCH DETERMINATION SHALL BE FINAL AND BINDING UPON ALL BIDDERS.
- 3.32 **OSHA**
The bidder warrants that the product or products supplied to the School District of Osceola County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply will be considered a breach of contract.
- 3.33 **SAFETY REGULATIONS**
Equipment must meet the DOE State Regulations for Educational Facilities (SREF) and all other applicable State and Federal safety regulations for grounding of electrical equipment.

3.34 **PALLETIZE**

Shipment(s) must be palletized. Pallets are available for exchange at the time of delivery, if required.

3.35 **BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to one (1%) percent of the total estimated value of the contract, but not less than \$500.00 nor more than \$5000.00, whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact, who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.
- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

4. TECHNICAL SPECIFICATIONS

4.01 ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or model/stock number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and specifications.

The determination as to whether any alternate product or service is or is not equal shall be made by the School District of Osceola County and such determination shall be final and binding upon all bidders.

Although the School District of Osceola County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the District, which award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore; deviations must be explained in detail on attached sheets and itemized by number. Any item or items that do not meet the District's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the bidder will be required to compensate the District for the difference in price entailed in going to the next low bidder.

4.02 EQUIPMENT REQUIREMENTS

The scope of these specifications is to insure the delivery of a complete unit ready for operations. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit. All equipment must be new, of current manufacture and carry standard warranties. At least two complete shop repair manuals and parts lists must be furnished with each type of equipment at the time of delivery. The successful bidder must service all equipment prior to delivery.

PRICE SHEET

LOT 1 – Equipment Rack, Lowell Cabinet “ONLY” – (Mfg. Phone # 314-257-3400)

Item	Model # -	Description	Est. Quantity	Unit Cost	Total Cost
1.	L260-77	77” Rack w/Door	4	\$ _____	\$ _____
2.	L15-310	3.5” Shelf	20	\$ _____	\$ _____
3.	L5-191	1.75” Perforated Panel (1 rack unit)	20	\$ _____	\$ _____
4.	L5-193	3.5” Perforated Panel (2 rack units)	20	\$ _____	\$ _____
5.	L5-193	3.5” Blank Panel	20	\$ _____	\$ _____
6.	U180	AC Strip	9	\$ _____	\$ _____
7.	L35-1912	Fan Panel assembly w/guards	4	\$ _____	\$ _____
8.				LOT 1 - Total	\$ _____

ALTERNATE

LOT 1 – Equipment Rack, Middle Atlantic Cabinet “ONLY” – ERK Series 19” Stand Alone/Gangable Rack

Item	Model # -	Description	Est. Quantity	Unit Cost	Total Cost
1a.	ERK-4420-LRD & ERK-VRD-44	77” Rack w/Vented Rear Door	4	\$ _____	\$ _____
2a.	U2	3.5” Shelf	20	\$ _____	\$ _____
3a.	VT1	1.75” Perforated Panel (1 rack unit)	20	\$ _____	\$ _____
4a.	VT2	3.5” Perforated Panel (2 rack units)	20	\$ _____	\$ _____
5a.	EB2	3.5” Blank Panel	20	\$ _____	\$ _____
6a.	PD-615C	AC Strip	9	\$ _____	\$ _____
7a.	(1) ERK-4FT,	Fan Panel assembly w/guards	4	\$ _____	\$ _____
	(3) FANS, &		12	\$ _____	\$ _____
	(3) GUARDS		12	\$ _____	\$ _____
8a.				ALTERNATE LOT 1 - Total	\$ _____

PRICE SHEET - Continued

LOT 2 – Modulators/Combiner Amplifier - Blonder-Tongue “ONLY”

Item	Model # -	Description	Est. Quantity	Unit Cost	Total Cost
9.	BIDA-550-30	Amplifier	5	\$ _____	\$ _____
10.	OC	16 Channel Combiner	10	\$ _____	\$ _____
11.	ZDM	806 Agile Demodulator	2	\$ _____	\$ _____
12.	MAVM-861-2	Modulator	2	\$ _____	\$ _____
13.	MAVM-861-3	Modulator	2	\$ _____	\$ _____
14.	MAVM-861-4	Modulator	2	\$ _____	\$ _____
15.	MAVM-861-5	Modulator	2	\$ _____	\$ _____
16.	MAVM-861-6	Modulator	2	\$ _____	\$ _____
17.	MAVM-861-7	Modulator	2	\$ _____	\$ _____
18.	MAVM-861-T7	Modulator	2	\$ _____	\$ _____
19.	MAVM-861-8	Modulator	2	\$ _____	\$ _____
20.	MAVM-861-9	Modulator	2	\$ _____	\$ _____
21.	MAVM-861-10	Modulator	2	\$ _____	\$ _____
22.	MAVM-861-11	Modulator	2	\$ _____	\$ _____
23.	MAVM-861-12	Modulator	2	\$ _____	\$ _____
24.	MAVM-861-13	Modulator	2	\$ _____	\$ _____
25.	MAVM-861-14	Modulator	2	\$ _____	\$ _____
26.	DSV #4375	Diplex Splitter	2	\$ _____	\$ _____
27.	SXRS-2	Coaxial Splitter	2	\$ _____	\$ _____
28.	SXRS-4	Coaxial Splitter	2	\$ _____	\$ _____
29.	SXRS-8	Coaxial Splitter	2	\$ _____	\$ _____
30.	SRT-4A (1194-8)	Directional Coupler	5	\$ _____	\$ _____
31.	SRT-4A (1194-11)	Directional Coupler	5	\$ _____	\$ _____
32.	SRT-4A (1194-14)	Directional Coupler	5	\$ _____	\$ _____
33.	SRT-4A (1194-17)	Directional Coupler	5	\$ _____	\$ _____
34.	SRT-4A (1194-20)	Directional Coupler	5	\$ _____	\$ _____
35.	SRT-4A (1194-23)	Directional Coupler	5	\$ _____	\$ _____
36.	SRT-4A (1194-26)	Directional Coupler	5	\$ _____	\$ _____
37.	SRT-4A (1194-29)	Directional Coupler	5	\$ _____	\$ _____
38.	SRT-4A (1194-32)	Directional Coupler	5	\$ _____	\$ _____
39.	SRT-4A (1194-35)	Directional Coupler	5	\$ _____	\$ _____
40.	CAP-60-S/V T7	to Channel 7 Heterodyne Processor	2	\$ _____	\$ _____
41.				LOT 2 - Total	\$ _____

PRICE SHEET - Continued

Lot 3 – Adaptors “F” type barrels “OR EQUAL” List Manufacturer

Item	Description	Est. Quantity	Unit Cost	Total Cost
42.	Female “F” to Male RCA Adaptors Manufacturer _____	50	\$ _____	\$ _____
43.	Female “F” to Male BNC Adaptors Manufacturer _____	50	\$ _____	\$ _____
44.	Female RCA to Male “F” Adaptors Manufacturer _____	50	\$ _____	\$ _____
45.	Female RCA to Male BNC Adaptors Manufacturer _____	50	\$ _____	\$ _____
46.	Allen Tel #GBNC60 RG59 Screw On Connectors or equal Manufacturer _____	200	\$ _____	\$ _____
47.	Belden #543945 RG59 Coaxial Cable, or equal Manufacturer _____	2000’	\$ _____	\$ _____
48.	Thomas & Betts #SNS6 Snap-N-Seal RG6 “F” Connectors ONLY	200	\$ _____	\$ _____
49.			LOT 3 - Total	\$ _____

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

NAME (Typed)

TITLE

SIGNATURE

VENDOR NAME

DATE

PHONE Number

FAX Number

EMAIL Address