

The School Board of Broward County, Florida  
Purchasing Department

Bid No.: <u>22-207H</u>	Board Meeting: <u>JUNE 4, 2002</u>
Description: <u>KEYPAD / BARCODE READER</u>	Bids Sent: <u>25</u> Bids Rec'd: <u>2</u> No Bids: <u>2</u>
<u>TERM CONTRACT</u>	Bid Opening: <u>APRIL 9, 2002</u>
For: <u>FOOD AND NUTRITION SERVICES</u>	Advertised Date: <u>MARCH 26, 2002</u>
(School/Department)	
Fund: <u>DEPARTMENT'S OPERATING BUDGET</u>	Award Amount: <u>\$250,000 (PER CONTRACT PERIOD)</u>

**POSTING OF BID RECOMMENDATION/TABULATION:**

Department APRIL 23, 2002 @ 3:00 P.M.

Bid Recommendations and Tabulations will be posted in the Purchasing Department, and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

**RECOMMENDATION/TABULATION**

**ITEM(S) AWARDED**

**TERMS**

PCS REVENUE CONTROL SYSTEMS, INC.

1

NET 30

RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER MEETING SPECIFICATIONS, TERMS, AND CONDITIONS.


ITEM 2: NO ACCEPTABLE BIDS WERE RECEIVED. IT IS RECOMMENDED THAT THIS ITEM BE PURCHASED ACCORDING TO STANDARD PURCHASING POLICIES AND PROCEDURES.

IT IS RECOMMENDED THAT, FOR THE REASONS STATED ON THE ATTACHED BID EVALUATION SHEETS, THE BIDS RECEIVED, EITHER IN THEIR ENTIRETY OR FOR THE PARTICULAR ITEMS LISTED, BE REJECTED FOR NOT COMPLYING WITH BID REQUIREMENTS.

CONTRACT PERIOD: JUNE 4, 2002 THROUGH APRIL 31, 2003.

FOR FURTHER INFORMATION ABOUT THIS BID SEE PAGE 5 OF 15 PAGES OF THE BID.

By:



(Buyer/Purchasing Agent)

Date:

4/19/02

<b>BID NUMBER</b>	<b>22-207H</b>	<b>OPEN DATE</b>	<b>4/09/02</b>	<b>BUYER</b>	<b>RONI EVANS</b>
<b>BID TITLE</b>	<b>KEYPAD / BARCODE READER</b>				

REMARKS:	
BID DRAFT WAS APPROVED BY: LYNN WELLS, FOOD AND NUTRITION SERVICES BIDS RECEIVED WERE EVALUATED BY: LYNN WELLS, FOOD AND NUTRITION SERVICES AND VERONICA K. EVANS, BUYER, PURCHASING DEPARTMENT RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER MEETING SPECIFICATIONS, TERMS & CONDITIONS.	

**SECTION 5, BID SUMMARY SHEET**

**PCS REVENUE CONTROL SYSTEMS**

			<b><u>UNIT PRICE</u></b>		<b><u>TOTAL COST</u></b>
<b><u>ITEM 1:</u></b>	525 Each	<b>ALL-IN-ONE KEYPAD/BARCODE READER</b> (See Section 6, Bid Specifications)	<u>\$445.50</u>	ea	<u>\$233,887.50</u>

Brand Offered:FRED (Fast Read Entry Device)

Model Offered:NKP-06F

Delivery 30 (days ARO)

**SINGLE FIXED  
PERCENTAGE  
DISCOUNT  
OFFERED**

**ITEM 2:**                    **BALANCE OF LINE** - To be awarded to all vendors for items other than listed in Bid Item 1:

- |                                                    |                 |
|----------------------------------------------------|-----------------|
| A. <b>FOR SUPPLIES</b> (See Special Condition 8):  | <u>NO BID</u> % |
| B. <b>FOR EQUIPMENT</b> (See Special Condition 8): | <u>NO BID</u> % |

**22-207H**  
**Keypad/Barcode Reader**  
**Bid Evaluation Sheet**

**Item 1**

Recommended Vendor: PCS Revenue Control Systems, Inc.

**Item 2**

Reject bid from At Last At Last Computer Solutions, Inc.. Minimum Order required by this bidder is \$13,500 per order which exceeds individual purchase expectation. The intention of adding this line item was in order to purchase small miscellaneous items not covered under the parts contract that could total anywhere from a \$1.00 item to a \$500.00 item. It is not feasible to have a minimum of such a high dollar amount for small miscellaneous items.

**Reject bids received for the following reasons. Evaluation of bids ceased upon discovery that the item offered did not meet the specifications as described on the Bid Specification Sheets and/or Special Conditions of the bid. There may be other reasons for rejection.**

Bids were evaluated by:



Lynne Wells  
Food and Nutrition Services



Romi Evans  
Buyer, Purchasing Department

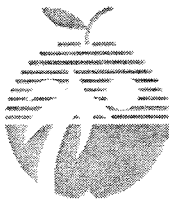
**22-207H**  
**Keypad/Barcode Reader**

**Statement of No Bid Summary**

Number of Bidders submitting "No" Bid Statements: 2

The following is a summary of the reasons, submitted by Bidders, for not submitting bids in response to this Invitation to Bid:

√	<b>Summary of Bidders Reasons for "NO" Bid:</b>
	Unable to comply with product or service specifications.
2	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Being bid by their subsidiary



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

**DONNIE CARTER**  
*Director of Purchasing*

## SCHOOL BOARD

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*Vice Chairperson* JUDIE S. BUDNICK  
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LOIS WEXLER  
BENJAMIN J. WILLIAMS

DR. FRANK TILL  
*Superintendent of Schools*

**DATE:** March 5, 2002  
**TO:** Prospective Bidders  
**FROM:** Roni Evans, Buyer  
(954) 765-6137  
**SUBJECT:** Instructions to Bidders  
Invitation to Bid 22-207H, Keypad/Barcode Reader

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Keypad/Barcode Reader. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above or via facsimile at (954) 767-8417. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an addendum issued to the ITB, is not binding on SBBC.

Please read carefully all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in the Purchasing Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of No Bid and return via facsimile to (954) 767-8417. Your responses to the Statement of "No Bid" are very important to the Purchasing Department when creating future ITBs.

Thank you for your interest in Broward County Public Schools. Again, if you have any questions, please contact me at the telephone number stated above.

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The School Board of, Broward County, Florida  
**PURCHASING DEPARTMENT**  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704  
(954) 765-6120

## INVITATION TO BID (ITB)

DUE DATE (Bids due at 2:00 p.m.):

**April 9, 2002**

ITB NO.:

**22-207H**

RELEASE DATE :

**March 5, 2002**

BUYER:

Roni Evans  
(954) 765-6137

Bids must be submitted to the Purchasing Department and received on or before 2:00 p.m. on the date due. Bids may not be withdrawn for 60 days after due date.

BID TITLE:

**KEYPAD/BARCODE READER**

### SECTION 1, Bidder Acknowledgement

**IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.**

Bidder Name:	<b>Purchase Order Address:</b> If Purchase Orders are to be mailed to address other than as stated on left, please complete section below.		
Address:	P.O. Address:		
City:			
State:	Zip Code:	City:	
Telephone Number:	State:	Zip Code:	
Toll Free Number:	Contact:		
Fax Number:	Telephone Number:		
Internet Web Site:	Toll Free Number:		
Internet E-Mail Address:	Fax Number:		
Federal Tax Identification Number:	Internet E-Mail Address:		

*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 is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this bid for the bidder.*

*I agree that this bid cannot be withdrawn within 60 days from date due.*

\_\_\_\_\_  
**Signature of Authorized Representative (Manual)**

\_\_\_\_\_  
**Name of Authorized Representative (Typed or Printed)**

\_\_\_\_\_  
**Title**

### SECTION 2, Submittal Requirements

**SUBMITTAL REQUIREMENTS:** In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the ☒ below have been submitted.

- |                                                                                |                                                                                                  |                                                                         |                                                                                |
|--------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <input type="checkbox"/> Bid Bond<br>Special Condition ____                    | <input checked="" type="checkbox"/> <b>Descriptive Literature</b><br><b>Special Condition 21</b> | <input type="checkbox"/> Licenses<br>Special Condition ____             | <input type="checkbox"/> Material Safety Data Sheets<br>Special Condition ____ |
| <input type="checkbox"/> Manufacturers Authorization<br>Special Condition ____ | <input type="checkbox"/> References<br>Special Condition ____                                    | <input type="checkbox"/> Bidder Questionnaire<br>Special Condition ____ | <input type="checkbox"/> Other _____<br>Special Condition ____                 |

**Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.**



## SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **SBBC reserves the right to reject any bid that fails to comply with these submittal requirements.**
  - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
  - b) **BID SUBMITTED:** Completed bid must be submitted sealed in an envelope with bid number and name clearly typed or written on the front face of envelope. Bids must be time stamped in the Purchasing Department **on or before 2:00 p.m. on date due** for bid to be considered. Bids will be opened at 2:00 p.m. on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
  - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (bidder pays and bears freight charges). Bidder owns goods in transit and files any claims 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 or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, 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.

  - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
  - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - c) **CONDITION 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 this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
  - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
  - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.
3. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
  - a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
  - b) All departments being advised not to do business with vendor.
4. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. 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 office of the Purchasing Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
5. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), 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 legal holidays and days during which the school district administration is closed.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Purchasing no later than five working days prior to the original bid opening date. If necessary, an Addendum will be issued.
7. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by bidder; and 4) to acquire additional quantities at prices quoted on this ITB 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.
8. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
9. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
10. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
11. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
12. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of The School Board of Broward County, Florida.
13. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 21: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

14. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
15. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.  
  
*An awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the awardee of its responsibilities under a contract awarded under this bid.*
16. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
17. **OSHA:** The awardee warrants that the product supplied to The School Board of Broward 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 with this condition will be considered as a breach of contract.
18. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
19. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
20. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the Board occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their bid.
22. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unawardees. After acceptance of bid, the Board will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awardee.
23. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
24. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. The School Board of Broward County, Florida 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.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
27. **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a bidder is a responsible bidder.
29. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
30. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
31. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Purchasing Department.
32. **EXTENSION:** In addition to any renewal options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of renewal under a contract entered into as a result of this bid.
33. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
34. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
35. **PURCHASE AGREEMENT:** This bid and the corresponding purchase orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this invitation to Bid, including pre-printed text contained on catalogs, price lists, or other descriptive information submitted.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Purchasing Department on April 23, 2002 at 3:00 p.m., and will remain posted for 72 consecutive hours. Any person desiring to protest the decision or intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of a decision or intended decision about this bid. A written notice of decision or intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.

38. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the PURCHASING DEPARTMENT on or before 2:00 p.m. on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Purchasing Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
40. **SBBC ITEM IDENTIFICATION SYSTEM:** The five digit, nine digit, or 13 character/digit item number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's identification number for the item. It does not represent any manufacturer/distributor model/part number.
41. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, 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, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
42. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. A M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's M/WBE Office at (954) 760-7470.
- It is a goal of the School Board to incorporate at least five percent M/WBE participation in any award made as a result of this bid. If the bidder is not a Certified M/WBE, bidder should include, as an attachment to its bid, a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.
43. **INDEMNIFICATION:**
- SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
  - VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees; sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC. An awardee shall obtain from SBBC Purchasing Department a Photo Identification Badge request form. An individual form shall be completed for each employee, sub-contractor or agent who will be entering onto School Board property as a result of this award. Each completed form shall be submitted to the **Purchasing Department Vendor Information Desk** for authorization. The authorized form shall then be delivered by the awardee to the Personnel Office, Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, Florida. At this location, **each individual for whom a SBBC photo identification badge is requested will be asked to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC security background check is \$55.00. \$50 must be in the form of a money order made payable to The School Board of Broward County for the fingerprinting, and \$5 must be in cash for the photo identification badge. These fees are not refundable.**
46. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.
47. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.
48. **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
49. **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board members on matters within their official jurisdiction.
  - For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
  - Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.
  - The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of the School Board.
  - Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
  - The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
  - The Broward County Certified Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
  - The Florida Certified Minority/Women Business Enterprise vendor;
  - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
  - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
  - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Purchasing Department; the tie low bid vendors invited to be present as witnesses.

#### **CERTIFICATION**

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A bidder can not sign this form in lieu of properly signing the Invitation to Bid form.

**BID PROPOSAL**

**SECTION 4, SPECIAL CONDITIONS**

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on a term contract for **KEYPAD/BARCODE READER** with firm prices or a single fixed percentage discount as specified herein. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result.
2. **TERM:** The award of this bid shall establish a contract for the period **beginning with award of bid and continuing through April 31, 2003** for the purchase of Keypad/Barcode Reader. Bids will not be considered for a shorter period of time.
3. **AWARD (For Bid Item 1):** Bid shall be awarded in its ENTIRETY to the lowest responsive and responsible bidder meeting all specifications, terms and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet.

**(For Bid Item 2:)** In order to meet the needs of the school system and in the best interest of SBBC, awards will be made to all responsive and responsible bidders who offer a single fixed percentage discount and otherwise comply with the specifications, terms and conditions of this bid. These awardees should then be in a favorable position to compete for the Board's business, and those who offer lowest net prices for those items, that comply with specifications and otherwise meet requirements, should obtain the largest volume of business.

After award of this bid, any bidder receiving an award who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not eligible to do business with this School Board for two years, as described in General Conditions 3, 22 and 23.

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Roni Evans, Buyer, Purchasing Department, (954) 765-6137** 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 **Mrs. Evans** nor any employee of SBBC 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. **Questions should be submitted in accordance with General Condition 6.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately one year, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing Department, will, if considering to renew, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its bid.

VENDOR NAME: \_\_\_\_\_  
RE/lr

The School Board of Broward County, Florida  
**KEYPAD/BARCODE READER**

**SECTION 4, SPECIAL CONDITIONS (Continued)**

6. **CATALOGS/PRICE LIST(S) (For Bid Item 2 Only):** Bidder(s) shall furnish, with this bid or upon request, on copy of their current Keypad/Barcode Reader catalog(s)/price list(s) which will indicate all items bidder can furnish and the list prices to be used for each item. Any catalogs/price lists and bid submitted for other than Keypad/Barcode Reader will not be accepted. Failure to furnish catalogs and/or price lists as required will result in disqualification of bid submitted. It is in the best interest of the awardee to indicate the bid number, the start date of the contract, the expiration of the contract, and the awardee's single fixed percentage discount offered on the front of the catalogs/price lists when it is delivered by the awardee to all SBBC locations.

If, during the contract period, the awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Failure on the part of the awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.

7. **BRAND AND MODEL OFFERED:** If bidding other than the brand and model specified in the bid specifications, the complete brand and model number of the item offered must be indicated in the space(s) provided on the Bid Summary Sheet(s). Failure to indicate a complete brand and model number for the item offered in the space(s) provided on the Bid Summary Sheet(s) will represent that the bidder is bidding the brand and model specified in the bid item. Brand and model offered must be compatible with current PCS Revenue Control POS-05 and SCMP32 software currently being used in SBBC cafeterias.

8. **SINGLE FIXED PERCENTAGE DISCOUNT QUOTED (For Bid Item 2 only):** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for Keypad/Barcode Reader that will be used for the term of the contract. Single fixed percentage discount offered shall remain firm throughout the term of the contract. Supplies and equipment for the purpose of this bid shall be defined as:

**SUPPLIES:** Any catalog item whose net price is under \$750.00.

**EQUIPMENT:** Any catalog item whose net price is \$750.00 or over.

Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the catalog list price.

The single fixed percentage discount quoted by the bidder shall apply to the catalog list price of all catalog items. Items excluded from single fixed percentage discount should be listed on a separate sheet of paper. These items will be excluded and should not be purchased. If more than one catalog is submitted by a bidder, the single fixed percentage discount shall remain the same for all catalog items per catalog submitted. If the single fixed percentage discount offer differs per catalog submitted, bidder shall state on a separate sheet of paper the single fixed percentage discount offered for each additional catalog.

VENDOR NAME: \_\_\_\_\_  
RE/lr



The School Board of Broward County, Florida  
**KEYPAD/BARCODE READER**

**SECTION 4, SPECIAL CONDITIONS (Continued)**

9. **DELIVERY/FREIGHT:** All vendors shall offer **inside delivery (F.O.B. destination)** to the various SBBC locations within Broward County. For Bid Item 1, prices quoted must include all delivery. For Bid Item 2, it is suggested that all delivery, handling or other costs necessary to complete an order be included in the single fixed percentage discount quoted. Any delivery costs who are additional should be stated in detail on the Bid Summary page in response to question two and shall remain firm for the term of the contract. Delivery or freight charge collect will not be allowed. Delivery or freight charge shall be prepaid and added to the invoice as a separate amount.
10. **COMPANY REPRESENTATIVE:** Bidder is requested to indicate in space provided on the Bid Summary Sheet the name, address and telephone number of the representative(s) who could make periodic scheduled visits to the schools, departments and centers and who will be available **upon request to resolve billing and delivery problems**. Failure to indicate a company representative or to supply information upon request shall result in disqualification of bid submitted.
11. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given.  
  
SBBC is **NOT** obligated to place any order with any vendor participating in this bid. However, all SBBC locations will be urged to refer to catalogs and single fixed percentage discount o participating vendors to fill their orders at the lowest prices.
12. **MINIMUM ORDER (For Bid Item 2):** If bidder wishes to set a minimum order amount, they shall do so by indicating the dollar amount in the space provided on Bid Summary Sheet. Failure to specify will be considered a no minimum dollar amount.
13. **QUANTITIES (For Bid Item 1):** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Orders will be placed for 25 at a time shipping to one central location.
14. **SUBSTITUTIONS:** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the vendor's or manufacturer's inventory, then the vendor shall advise the Purchasing Department in writing of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate School Board Staff. SBBC shall not be held liable for any damages incurred to equipment during evaluation.

VENDOR NAME: \_\_\_\_\_  
RE/ir

The School Board of Broward County, Florida  
KEYPAD/BARCODE READER

**SECTION 4, SPECIAL CONDITIONS (Continued)**

15. **MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet is: **a) no longer available** and has been replaced with a new updated model with new specifications, the bidder should **submit complete descriptive literature** on the new model number; or **b) incorrect, the corrected model number should be noted** on the Bid Summary Sheet, in the space provided.
16. **WARRANTY:** Manufacturer's standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by an authorized representative of the School Board. Bidders shall state in the space provided on the Bid Summary Sheet the manufacturer's warranty. Any bidders who fail to specify the warranty period, SBBC will expect the manufacturer's standard warranty to apply.
17. **SHIPPING BOXES:** All boxes must be **clearly marked** with the school/department name indicated on the purchase orders for distribution purposes.
18. **SERIAL NUMBERS:** The successful bidder(s) **must include serial numbers of all instruments (where applicable) on the invoice.**
19. **TECHNICAL LITERATURE:** All instruments required must be shipped with all technical manuals and preventive and operating procedures for maintaining of the instruments.
20. **DELIVERY (For Bid Item 1):** Bidder is requested to indicate delivery date in their bid. Orders will be required to be received within the delivery time specified by the bidder. Any bidders who fail to specify delivery time on the Bid Summary Sheet, SBBC will expect delivery within **30 days from the receipt of the order (ARO).**
21. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this Bid, it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST.** Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified in the bid. **FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE MAKE(S) AND MODEL(S) OFFERED IN THIS BID, WITH THE BID OR UPON REQUEST, WILL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**

VENDOR NAME: \_\_\_\_\_  
RE/lr



VENDOR NAME: \_\_\_\_\_  
RE/IR \_\_\_\_\_

The School Board of Broward County, Florida  
**KEYPAD/BARCODE READER**

**SECTION 5, BID SUMMARY SHEET (Continued)**  
**ADDITIONAL INFORMATION**

1. **MINIMUM ORDER:**

If applicable in accordance with Special Condition 12.

\$ \_\_\_\_\_  
dollar amount

2. **DELIVERY/FREIGHT:**

It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail below in accordance with Special Condition 9.

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3. **COMPANY REPRESENTATIVE:**

(See Special Condition 10)

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Company Name

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Company Representative

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Street Address

---

City, State and Zip

---

Phone Number

---

Fax Number

---

Local/Toll-Free Phone Number

VENDOR NAME: \_\_\_\_\_  
RE/IR

The School Board of Broward County, Florida  
**KEYPAD/BARCODE READER**

**SECTION 6, BID SPECIFICATIONS**

All in One Numeric Keypad and Barcode Reader:

Unit to have a dual operation. One is a numeric keypad for students to key in their system generated keypad/student identification number and two is a built in barcode reader for scanning student identification cards for Broward County Schools. The equipment must be compatible with current student identification cards. The unit must have the ability to compare the digits keyed in or scanned by the student and compare it against a pre-programmed student account. A miss match must sound an audible alarm. The equipment will be delivered 25 at a time to one central location.

Approx. dimensions: 4-3/4" x 6" x 3-3/4"

Power: 115 vac 60hz. Can be powered by POS-06

Keyboard: 12 button, raised keys

Barcode Reader: Continuous Beam Barcode 39

4 Ports: 1 Power Slot, 1 Program, 1 RJ 45 Port and 1 USB Port

Sound: Buzzer

LCD Display: 2 lines of 16 characters; 5 x 7 dots with cursor

Programmable on board set-up so that keypad recognizes security digit in student I.D. number

Software Programmable

Communications: Serial

Warranty: 1 year parts and labor

Must be compatible with PCS Revenue Control POS-05 and SCMP32 software

**Approved Brand:** PCS model #NKP-06-FRED or other brands meeting specifications.

VENDOR NAME: \_\_\_\_\_

RE/lr

**SECTION 7, ATTACHMENT 1  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to The School Board of Broward County, Florida,

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified 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 days after such conviction.
5. Will 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

FORM: #4530  
3/93

VENDOR NAME: \_\_\_\_\_  
RE/lr

The School Board of Broward County, Florida  
**KEYPAD/BARCODE READER**

**SECTION 7, ATTACHMENT 2**

**INSURANCE REQUIREMENTS**

Proof of the following insurance will be furnished by the awardee to the Board by Certificate of Insurance. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy including Products Liability. Include the Bid Number on the Certificate.**

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this bid, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

Prior to the commencement of any work the awardee must provide SBBC Purchasing Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 6.

See also General Conditions 13 and 21.

VENDOR NAME: \_\_\_\_\_  
RE/lr

## SECTION 8, STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The School Board of Broward County, Florida  
Purchasing Department  
Suite 323  
7720 West Oakland Park Boulevard  
Sunrise, Florida 33351

This information will help The School Board of Broward County, Florida in the preparation of future Bids and RFPs.

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for "NO" Bid:</b>
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_