

**ATTACHMENT “1”
AGENCY SURVEY**



**SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING
CO-OPERATIVE BID AGENCY SURVEY**

**Lead Agency for this ITB:
The School Board of Broward County, Florida
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351
Tel: (954) 765-6120 Fax: (954) 767-8417**

Date: May 11, 2001

To: Phyllis Ben-Asher, CPPB, Purchasing Agent III
The School Board of Broward County, Florida

From: _____
(Member Agency Contact)

Re: Co-operative Invitation to Bid for Two-Way Radios, Equipment and Accessories

SURVEY RESPONSES ARE DUE NOT LATER THAN: May 18, 2001

1. _____ OUR AGENCY WILL PARTICIPATE IN THE CO-OPERATIVE BID INVITATION AND WE HAVE INDICATED OUR AGENCY'S ANTICIPATED NEEDS, BELOW.

_____ OUR AGENCY HAS ELECTED NOT TO PARTICIPATE IN THE BID PROCESS.

2. Does your agency have a current contract for this commodity? ____ YES ____ NO

If YES, please complete the following:

Vendor: _____

Address: _____

Current Contract Price: _____

Contract Expiration Date: _____

Please attach a copy of the contract and award information.

3. Anticipate annual volume of purchases in dollars:

ANNUAL REQUIREMENTS

LOCATION/ADDRESS

(Please include street address and ZIP codes)

SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OPERATIVE
BID SURVEY SHEET

4. A list of products are part of the Bid Summary Sheet. Are these products, including brands and/or models approved:
_____ YES _____ NO

If your agency wishes to make changes, please attach a copy of the pages with the changes clearly indicated. If your agency wants to add additional item(s) to the Bid Summary Sheet, please attach a list of these items to the Co-op Survey Sheets.

Any special requirements of your agency: _____

5. Recommended Vendor(s): Please attach a copy of your agency's bidders list or a list of vendors recommended for this new contract. Please include the complete company name, address, contact person and telephone/fax numbers, if available.

AGENCY'S BIDDER LIST ATTACHED: _____ YES _____ NO

I UNDERSTAND THAT A SIGNATURE ON THE SURVEY FORM IS A COMMITMENT BY OUR AGENCY TO PARTICIPATE IN ANY RESULTING CO-OPERATIVE BID FOR THIS PRODUCT.

Agency's Authorized Signature: _____

Date: _____ Title: _____

Agency's Name: _____

Agency's Address: _____

Principal Contact for this Co-op bid: _____

Telephone: _____

FAX: _____

E-mail: _____

SURVEY SHEETS MAY BE RETURNED BY MAIL, FAX OR E-MAIL NO LATER THAN: MAY 18, 2001

Survey documents may be returned by mail to: Phyllis Ben-Asher, CPPB, Purchasing Agent III
Purchasing Department
The School Board of Broward County, Florida
7720 West Oakland Park Blvd. Suite 323
Sunrise, FL 33351-6704

Survey documents may be returned by FAX to: (954) 767-8417

If you have any questions, please call Phyllis Ben-Asher, Purchasing Agent III at (954) 765-8881. Thank you.

STATEMENT OF NON-PARTICIPATION SHEET

If your agency does NOT wish to participate in the Co-operative bid for TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES, please complete the information below and return this form to agency contact listed below.

Your response is important to the continued success of the Co-operative bid effort. An agency's failure to respond may result in the deletion of your governmental agency from future Co-operative bid surveys.

Agency's Authorized Signature: _____

Date: _____ Title: _____

Agency's Name: _____

Agency's Address: _____

Principal Contact for this Co-op bid: _____

Telephone: _____

FAX: _____

E-mail: _____

AGENCY HAS CHOSEN NOT TO PARTICIPATE IN THIS CO-OPERATIVE BID FOR THE FOLLOWING REASONS:

**SURVEY SHEETS MAY BE RETURNED BY MAIL, FAX OR E-MAIL NO LATER THAN:
MAY 18, 2001**

Survey documents may be returned by mail to: Phyllis Ben-Asher, CPPB, Purchasing Agent III
Purchasing Department
The School Board of Broward County, Florida
7720 West Oakland Park Blvd. Suite 323
Sunrise, FL 33351-6704

Survey documents may be returned by FAX to: (954) 767-8417

If you have any questions, please call Phyllis Ben-Asher, Purchasing Agent III at (954) 765-8881. Thank you.

ATTACHMENT "2"
COOPERATIVE BID

INVITATION TO BID

Bid 22-060N

Two-Way Radios, Equipment and Accessories (Catalog)



Bid Release Date: _____, 2001

Bids Due: On or Before 2:00 p.m. _____, 2001
in Purchasing Department

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Purchasing Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

For information on this Invitation to Bid,
please contact Mrs. Phyllis Ben-Asher at (954) 765-8881.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

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The School Board of, Broward County, Florida PURCHASING DEPARTMENT		<u>INVITATION TO BID</u>	
7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704		SECTION 1 Bidder Acknowledgement	
Telephone Number – Purchasing (954) 765-6120	Bid number: 22-060N	Date Released:	
Bids will be opened in the Purchasing Department at 2:00 p.m. on: and may not be Withdrawn within 60 days after such date and time.		BID TITLE: TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES	
Vendor Name:		Terms: Bidder see PP 3 - General Conditions	
Vendor Mailing Address:		In order for 'Bid to be considered for award, bidder must return with bid submitted, the executed Invitation to Bid, page. If either the remit to address or the address to which your company desires to have purchase orders mailed to is different from the address stated on this page, then provide this information as an attachment to this bid. Note that only one remit to and one order from address will be accepted.	
City	State	Zip Code	
Vendor Taxpayer Identification Number:	Telephone Number: Area Code:	Toll-Free Number: 1-800-	Facsimile Number: Area Code:
Internet E-Mail Address:		Internet URL:	
<i>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>			
Signature of Authorized Representative (Manual)			
<i>I agree that this bid cannot be withdrawn within 60 days from date due.</i>			
Name of Authorized Representative (Typed or Printed) Title			

SECTION 2, GENERAL CONDITIONS

BIDDER: TO INSURE ACCEPTANCE OF THE BID, FOLLOW THESE INSTRUCTIONS

1. **SEALED BID REQUIREMENTS:** The "INVITATION TO BID" page 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. **Bids received that fail to comply with these submittal requirements shall not be considered for award.**
 - 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 **prior to 2:00 p.m. on date due**. No bid will be considered if not time stamped in the Purchasing Department prior to 2:00 p.m. on date due. 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. Failure to properly sign bid shall invalidate same, and it shall **not** be considered for award. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections must be initialed by the person signing the bid even when using opaque correction fluid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications **cannot** be changed or altered in any way.
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.
 - 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 U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. 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:** 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. 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 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:** 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 holidays.
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 withdraw this bid at any time prior to the time and date specified for the bid opening; to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
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. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding holidays) **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.
26. **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.

27. **FACILITIES:** The Board reserves the right to inspect the awardee's facilities at any time with prior notice.
28. **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.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free**. It is **desirous 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.
30. **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.
31. **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.
32. **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.
33. **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, from the Purchasing Department and given to all bidders by United States mail, express delivery or hand delivery. 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 and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, 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 or legal holiday. 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.
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.
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. **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 label attached to the bid solicitation indicates that 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.)**
37. **POSTING OF BID RECOMMENDATION/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Purchasing Department on 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 to all bidders by United States mail or by hand delivery. 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 and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, 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 or legal holiday. 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. **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**.

39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **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.
45. **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.

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.



46. **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.

- a) 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.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) The Deputy to the Superintendent and Board Liaison shall keep a current list of persons who have submitted the lobbyist statement form.

47. **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.**

48. **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.

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.

49. **BIDDER'S MAILING ADDRESS:** It is the responsibility of every bidder to register and maintain their current mailing address with the Vendor Information Desk in the Purchasing Department. The address on file with the Vendor Information Desk is used when mailing bid forms and other information to bidders. To check your current mailing address and to change/update/revise your mailing address, contact the Vendor Information Desk at (954) 765-6139. A profile of the bidder's current registration information on file will be sent upon request.

50. **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.



BID PROPOSAL

SECTION 3, SPECIAL CONDITIONS

1. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") and is the lead agency of the Southeast Florida Governmental Purchasing Cooperative (hereinafter referred to as "CO-OP"), desires bids on **TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)** with a single fixed percentage discount as specified herein.
2. **TERM:** The purpose of this bid is to establish a contract **beginning from date of award and continuing through September 30, 2003** for the purchase of two-way radio equipment and accessories. Bids **will not** be accepted for a shorter period.
3. **AWARD:** 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, 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. **PARTICIPATING SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING CO-OPERATIVE MEMBERS:** The following is a listing of the participating governments and agencies who have committed their annual volume for products awarded through this contract:

Broward Community College
Broward Sheriff's Office
City of Deerfield Beach
City of Lauderdale Lakes
City of Lauderhill
City of Margate
5. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mrs. Phyllis Ben-Asher, Purchasing Agent, Purchasing Department, (954) 765-8881** 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. Ben-Asher** 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.
6. **CONTRACT RENEWAL:** The term of the bid shall be for approximately 2 years, 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. Single fixed percentage discount quoted shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its bid.
7. **BRAND STANDARDIZATION:** In an effort to maintain compatibility with current systems and equipment and in accordance with School Board Policy 3320, Part I, Rule m, bids will only be accepted for two-way radios, equipment and accessories manufactured by the Motorola Company.

VENDOR NAME: _____

PBA/lr

The School Board of Broward County, Florida
TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 3, SPECIAL CONDITIONS (Continued)

8. **CATALOGS/PRICE LIST(S)**: Bidder(s) shall furnish, with the bid or upon request, one copy of their current radio catalog(s)/price list(s) for Motorola products only, which will indicate all items bidder can furnish and the list prices to be used for each item. Any catalogs/price lists and bids submitted for other than Motorola Two-Way Radios, Equipment and Accessories will not be accepted. Catalogs submitted must contain VHF High Band radios with a minimum range of 148-174MHZ and UHF Band radios with a minimum range of 440-470MHz. Failure to furnish catalogs and/or price lists as required, will result in disqualification of bid submitted. Catalogs are only to be submitted to the Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
9. **UPDATES TO MOTOROLA CATALOGS/PRICE LIST(S)**: If, during the contract period, the awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) is to be forwarded only to: The Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704, Educational Technology Services (ETS), and CO-OP at no additional cost. Failure on the part of the awardee(s) to not furnish current catalogs/price lists updates will result in all payments being based on last updates received and increase in price will not be honored. Awardee will only submit updated catalogs/price lists to an (ETS) designee, SBBC Purchasing Department and CO-OP. Awardee will not be allowed to deliver catalogs/price sheets to any other SBBC location. If awardee violates this requirement, contract may be subject to cancellation. 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.
10. **SINGLE FIXED PERCENTAGE DISCOUNT QUOTED**: Bidder should indicate in the spaces provided on the Bid Summary Sheet their single fixed percentage discount for Motorola Two-Way Radios, Equipment and Accessories that will be used for the term of the contract. No NABER or FCC application fees are to be included in the percent discount offered. Single fixed percentage offered shall remain firm throughout the term of the contract. Accessories and equipment for the purpose of this bid shall be defined as:
- A. **ACCESSORIES**: Any catalog item whose **net price is under \$750.00**.
 - B. **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: _____
PBA/lr

The School Board of Broward County, Florida
TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 3, SPECIAL CONDITIONS (Continued)

SINGLE FIXED PERCENTAGE DISCOUNT QUOTED (CONT): Submitting more than one catalog and failing to attach a separate sheet of paper stating single fixed percentages per catalog, will indicate single fixed percentage offered on Bid Summary Sheet is constant for all catalogs submitted. In the event a bidder handles catalog items that carry a little or no percentage, this fact shall be taken into consideration and percentages offered shall be a single fixed percentage discount for each category (supplies and equipment) and catalog. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.

11. **DELIVERY/FREIGHT:** All vendors shall offer **inside delivery (F.O.B. destination)** to various locations. It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single fixed percentage discount quoted. Delivery or freight charge collect will not be allowed. Deliveries shall be made between the hours of 7:30 A.M. and 2:30 P.M. except on Saturdays, Sundays, or holidays.

12. **SHIPMENTS AND INVOICING:** SBBC purchase order number and CO-OP ship to information **shall** appear on all shipments, bills of lading, packing lists and invoices. All shipments will be made in **no more than three increments**. The third, and final shipment, if necessary, shall be made at most **30 calendar days** subsequent to the date of purchase order.

For SBBC bidder must offer the option of receiving monthly invoices on compact disc (CD), or other electronic form (Email) in addition to hard copy at no additional charge to SBBC. Bidder must directly implement any changes, corrections or credits to SBBC accounts or sub accounts. No third party billing agencies will be allowed.

Material back-ordered should be clearly indicated on the packing slip. Schools, departments and centers and CO-OP members reserve the right to cancel back-orders at any time and purchase from another vendor.

13. **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.

14. **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, department, centers and CO-OP members 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.

15. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given.

16. **MINIMUM ORDER:** 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.

VENDOR NAME: _____

PBA/lr

The School Board of Broward County, Florida
TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 3, SPECIAL CONDITIONS (Continued)

17. **WARRANTY:** Manufacturer's warranty shall be extended to SBBC and CO-OP for all catalog items. Bidder shall fully warranty the cost of parts and labor for a period of **three years** for all radios and equipment after date of delivery, installation, and acceptance at no additional charge to SBBC and CO-OP. This will be an "on-site" parts and labor warranty. In the event of a dispute on requested repairs between schools, departments, centers, CO-OP members and the bidder, the decision of SBBC and CO-OP shall be final and binding on both parties.

If the manufacturer's stated warranty is greater, the manufacturer's warranty will prevail and must be provided to SBBC and the CO-OP. While products are under warranty, it will be the responsibility of the awardee to furnish telephone technical support. All extended warranties provided shall be comparable, in full, to the manufacturer's warranty. Warranty period may exceed term of contract.

18. **MANUFACTURER'S AUTHORIZATION:** If other than the manufacturer, it is required that the bidder be an authorized dealer/distributor for the manufacturer. Bidders must provide a letter from the manufacturer stating that they are authorized to sell and service Motorola radios, equipment and accessories. In addition, bidder must provide a copy of technician's certification that will verify that technician is authorized by manufacturer to service Motorola radios and equipment. Failure to be authorized and to submit the required proof upon request will result in disqualification of bid.

19. **REPAIRS AND REPAIR STATION:** Bidder shall have in existence at the time of bid opening, and shall maintain during the term of this contract, a factory authorized service station within the tri-county area (Palm Beach, Broward and Miami-Dade) to perform warranty repairs. Bidders may elect to do local or depot repairs as required; however, the bidder shall maintain responsibility for all repair and warranty work performed. Bidder shall be completely and solely responsible for the coordination and completion of all repairs, including pick-up at site and redelivery/reinstallation and integration of any equipment.

A complete list of authorized repair station(s), including mailing addresses and telephone numbers, shall be submitted as part of the bid response. Bidder may submit additional sheets if required. The repair station(s) shall be responsible for repair and return of equipment and keeping owner fully informed of progress, whether repairs are made at the repair station, factory, or other authorized location. Working hours, for the purpose of installation and repair services, are defined to be those hours of a normal work day (8:00 a.m. – 5:00 p.m.), Monday through Friday, except legal holidays. Failure to provide this information on the Bid Summary Sheet with the bid or within 3 days of request will result in disqualification of bid.

If, during the term of this contract, the awardee changes the existing repair station authorized for warranty repair, then ETS and CO-OP members must be notified in writing ten working days prior to this change. This notification shall state the termination of the existing repair station and shall submit for approval the name, address and telephone number of the new repair station. The new repair station must meet the same requirements as the existing repair station. ETS and each agency reserves the right before accepting the new repair station to inspect the premises to determine their ability to perform. The ETS Department and each agency reserves the right to disqualify a repair station at any time if the station does not meet minimum service requirements as set forth in this bid. Failure to indicate a repair station, in the space provided on the Bid Summary Sheet with the bid or upon request, will result in disqualification of bid.

VENDOR NAME: _____

PBA/lr

The School Board of Broward County, Florida
TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 3, SPECIAL CONDITIONS (Continued)

20. **LOANER:** Bidder is required to respond to repair requests from users within 24 hours after notification. If equipment is not repaired within five working days, bidder shall advise the user in writing why the equipment has not been repaired and when repair completion may be expected. The awardee shall provide a replacement loaner radio of equal compatibility at no charge to the user if requested, for use during the time when the user's existing radio is being repaired and returned.
21. **REPEATER AND ANTENNA INSTALLATION:** Upon request, bidder shall provide repeater and antenna installation services to various locations. Bidder is to provide the cost per installation in the space provided on the Bid Summary Sheet under Additional Information Required. Bidder shall arrange for the installation of the repeater and antenna within five working days after request from SBBC and the CO-OP.

For SBBC, the location as to where the repeater is to be installed within a building will be determined by SBBC designee and must be installed in a communication closet as close as possible to the antenna to minimize cable line loss. The installation of the repeater and antenna must be completed within two days after start of work. The antenna and the repeater must be installed in the same building. For multi-building sites, the antenna will be installed on a five - foot mast on the roof of the building closest to the center of the site. The mast is a piece of pipe mounted to the side of the building that will secure the antenna. The mast shall protrude higher than the rooftop. Installation of antenna cable will not be allowed penetrating the roof. Penetrations in exterior walls for installation of cables will only be acceptable. All installations shall be performed according to manufacturer's recommendations and shall follow standard engineering practices. For example, cable penetrations through walls are to be sealed and water tight. Also, mounting brackets are to be securely fastened to walls. Installation cost shall include installation of the repeater, mast, antenna, alternating current (a/c) surge protector, polyphase surge protector and any additional components required to complete installation. This is for informational purposes only and will not be considered in the bid evaluation.

22. **MOBILE RADIO INSTALLATION:** Upon request, bidder shall provide installation of mobile radios on various vehicles. Bidder is to provide the cost per mobile radio installation in the space provided on the Bid Summary Sheet under Additional Information Required. These vehicles shall remain on SBBC and each agency's property during installation.

For SBBC, bidder shall arrange for the installation of mobile radios within five working days after request from SBBC. The installation of mobile radios must be completed within five working hours after start of work. All installations shall be performed according to manufacturer's recommendations and shall follow standard engineering practices. For example, wires and cables shall be bundled, no sharp edges or wires exposed, wires must be insulated from catalytic converter and engine heat. Installation cost is to include the cost to install the mobile radio and radio antenna, whether the antenna is to be installed on the vehicles glass surfaces or through the vehicle's body.. This is for informational purposes only and will not be considered in the bid evaluation.

VENDOR NAME: _____

PBA/lr

The School Board of Broward County, Florida
TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 3, SPECIAL CONDITIONS (Continued)

23. **COMPANY PROFILE:** Bidder shall complete and, the Company Profile section of the Bid Summary Sheet including, but not limited to, date company founded, number of employees and corporate net worth. Bidder shall also submit a notarized certified corporate net worth statement which must be signed by a certified public accountant. Bidder's corporate net worth must exceed \$1 Million in order to be considered for award. Failure to complete and return the Company Profile section of the Bid Summary Sheet and a corporate net worth statement, as indicated above, will result in disqualification of bid.
24. **REFERENCES:** Bidder shall complete the References section of Bid Summary Sheet stating a minimum of three references where the bidder has provided within the last three years Motorola radios, equipment and accessories similar in scope to this bid. SBBC may contact any or all references for information regarding bidder's performance. Failure to provide three references in the space provided on the Bid Summary Sheet will result in disqualification of bid.
25. **INSURANCE:** Bidder, by virtue of submitting a bid, will be in full compliance with paragraph 20: **LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions.** Insurance Requirements are shown in Section 5. Bidder shall take special notice that SBBC **shall be named as an additional insured under the General Liability policy including Products Liability.**
26. **EQUIPMENT TRADE-IN:** Bidder is to state in the Additional Information Required Section of the Bid Summary Sheet if a fixed credit or discount is offered for old or replaced equipment and the fixed percent discount or credit amount offered for the old or replaced equipment. This is for informational purposes only and will not be used to evaluate the bid.
27. **REPAIR, MAINTENANCE AND OPERATOR'S MANUALS:** SBBC will select specific radios and equipment that will be allowed to be purchased from catalogs submitted to the Purchasing and ETS Departments. Upon request from the Purchasing and ETS Departments (ONLY) and CO-OP agency, bidder will be required to submit repair/maintenance/operators manuals at no additional cost.
28. **SAFETY:** Radios and equipment, when delivered, will include appropriate safety warnings regarding use of radio service/equipment provided.
29. **FREQUENCY SELECTION AND PROGRAMMING:** Radios shall be delivered with all frequency and operational features installed (or programmed) and ready to operate. The cost of this programming shall be included in the percent discount offered. Upon receipt of a purchase order, for SBBC, bidder must contact SBBC's Communications Section, telephone (954) 761-2419. Bidder must directly implement any changes, corrections or credits to SBBC to select license frequencies before programming the frequency on the specified radio(s). SBBC's Communications Section holds the Federal Communication Commission Radio Station License for Broward County Public Schools
30. **TRAINING:** The percent discount is to include a maximum of one hour training on the use of radios and equipment upon request to each site that has ordered radios and equipment. Awardee will contact each site to arrange the scheduled training.

VENDOR NAME: _____

PBA/lr

The School Board of Broward County, Florida
TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 4, BID SUMMARY SHEET

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

ITEM 1: MOTOROLA RADIOS, EQUIPMENT AND ACCESSORIES

- A. For **Accessories** (See Special Condition 10) _____ %
- B. For **Equipment.** (See Special Condition 10) _____ %

MINIMUM ORDER:

If applicable in accordance with Special Condition 16.

(quantity or dollar
amount)

Additional Information Required

**Is Fixed Credit or discount offered for old or replaced equipment:
(See Special Condition 26**

Yes _____ No _____

Credit : \$ _____

Discount: _____ %

Installation Cost (See Special Condition 21, 22)

Repeater and Antenna \$ _____ cost per installation

Mobile Radios in Vehicles \$ _____ cost per installation

NOTE TO BIDDER:

Review General Condition 41 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO YES

Bidder is **not** a certified M/WBE, but has included 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.

VENDOR NAME: _____

PBA/lr

The School Board of Broward County, Florida
TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (CONT)

COMPANY PROFILE: (See Special Condition 23)

Corporate Name: _____

Corporate Address: _____

Corporate Telephone Number: _____

Toll Free Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Local Representative: _____

Local Address: _____

Local Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Company Was Founded: _____

Number of Employees in Company: _____

Number of Employees in Local Office: _____

Nature of Business: _____

VENDOR NAME: _____
PBA/lr

The School Board of Broward County, Florida
MOTOROLA TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (CONT)

REFERENCES: (See Special Condition 24)

List three references where the bidder has provided within the last three years Motorola radios and equipment similar in scope to this bid. SBBC reserves the right to contact, visit and review any or all references listed below:

Reference 1:

Client Name: _____

Address: _____

Client Contact Name: _____

Contact Telephone Number: _____

Reference 2:

Client Name: _____

Address: _____

Client Contact Name: _____

Contact Telephone Number: _____

Reference 3:

Client Name: _____

Address: _____

Client Contact Name: _____

Contact Telephone Number: _____

VENDOR NAME: _____

PBA/lr

The School Board of Broward County, Florida
MOTOROLA TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (CONT)
ADDITIONAL INFORMATION

REPAIR STATION: (See Special Condition 19) Bidder may submit additional sheets if required.

Company Name: _____

Company Representatives: _____

Address: _____

Phone Number: _____ Local/Toll Free Phone Number: _____

(CALL "COLLECT" IS NOT AN ACCEPTABLE ANSWER FOR LOCAL/TOLL FREE CALLS)

2. **COMPANY REPRESENTATIVE:**
(See Special Condition 14)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

VENDOR NAME: _____
PBA/lr

SECTION 5, 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 5 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 _____	Notary Public - State of _____
_____	My commission expires _____

(Type of identification)

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

VENDOR NAME: _____
PBA/lr

The School Board of Broward County, Florida

MOTOROLA TWO-WAY RADIOS, EQUIPMENT AND ACCESSORIES (CATALOG)

SECTION 5, 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 RFP, 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.

VENDOR NAME: _____

PBA/lr

SECTION 6, 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: _____

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

Comments:

Signature: _____ Date: _____