

The School Board of Broward County, Florida  
Supply Management and Logistics Department

Bid No.: 25-113N Board Meeting: JANUARY 18, 2004  
 Description: PROJECTOR CARTS, TELEVISION STANDS AND Notified: 236 Downloaded: 57  
PROJECTION SCREENS TERM CONTRACT Bids Rec'd: 7 No Bids: 1  
 For: VARIOUS LOCATIONS Bid Opening: OCTOBER 29, 2004  
 (School/Department)  
 Fund: VARIOUS FUNDS Advertised Date: SEPTEMBER 29, 2004  
 Award Amount: \$400,000 (PER CONTRACT PERIOD)

**POSTING OF BID RECOMMENDATION/TABULATION:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on DECEMBER 15, 2004 @ 3:00 P.M., 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, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 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." Any person who files an action protesting and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

**RECOMMENDATION/TABULATION**

**VENDOR NAME**

**ITEM(S) AWARDED**

AFP INDUSTRIES, INC.

PRIMARY: ITEMS 1,2,3,6; 1<sup>ST</sup> ALTERNATE ITEM: 5

AUDIO VISUAL SOLUTIONS CORPORATION

1<sup>ST</sup> ALTERNATE: ITEM 3

B & H PHOTO-VIDEO PRO AUDIO

PRIMARY ALTERNATE ITEM 4, 1<sup>ST</sup> ALTERNATE ITEMS 1,4, 2<sup>ND</sup> ALTERNATE ITEMS 2,3

QUATRO, INC.  
(HISPANIC FEMALE M/WBE: SOUTHWEST RANCHES, FL)  
ALTERNATE BID #1

2<sup>ND</sup> ALTERNATE ITEM 6  
1<sup>ST</sup> ALTERNATE ITEM 7, 2<sup>ND</sup> ALTERNATE ITEM 4

SOUTHERN BUSINESS COMMUNICATIONS

1<sup>ST</sup> ALTERNATE ITEM 6, 2<sup>ND</sup> ALTERNATE ITEMS 5, 7

TROXELL COMMUNICATIONS, INC.

PRIMARY ITEMS 5, 7, 1<sup>ST</sup> ALTERNATE ITEM 2, 2<sup>ND</sup> ALTERNATE ITEM 1

\*CERTIFIED M/WBE VENDOR

IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEMS ARE RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED. THE LOW BIDDER WILL BE THE SCHOOL BOARD'S PRIMARY VENDOR. IF THE LOW BIDDER IS UNABLE TO MEET THE BID REQUIREMENTS, THEN THE NEXT BIDDER WILL BE UTILIZED.

CONTACT PERIOD: JANUARY 18, 2005 THROUGH DECEMBER 31, 2005

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

By:  Date: 12/9/04  
(Buyer/Purchasing Agent)

# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID TABULATION SHEET

BID NUMBER	25-113N	OPEN DATE	10/29/04	BUYER	Phyllis Ben-Asher		
BID TITLE	Projection Carts, Television Stands and Projections Screens						
ITEM 1 (A - C)	ITEM 2 (A - C)	ITEM 3	ITEM 4	ITEM 5	ITEM 6 (A - B)	ITEM 7	
P	150,244.00	P	207,343.50	119,940.00	F	8,132.80	23,488.00
AFP INDUSTRIES INC.	NA	NA	NA	NO BID	NO BID	NA	12,688.00
AFP INDUSTRIES-ALTERNATE	231,539.50	43,940.50	167,335.00	106,548.00	10,157.60	36,078.00	13,864.00
ATD-AMERICAN CO.	174,025.50	38,536.50	254,471.25	113,750.00	7,168.70	24,800.00	24,253.00
AUDIO VISUAL INNOVATIONS	161,872.00	28,858.00	207,622.50	128,000.00	9,636.00	12,614.00	12,614.00
AUDIO VISUAL SOLUTIONS CORPORATION	150,966.00	27,326.50	225,525.00	112,506.00	9,575.30	NO BID	NO BID
B&H PHOTO-VIDEO PRO AUDIO	NO BID	NO BID	68,940.00	96,044.00	6,051.00	27,300.00	30,499.00
B&H PHOTO-VIDEO PRO AUDIO-ALTERNATE	NO BID	NO BID	NO BID	145,600.00	9,880.00	15,899.00	39,000.00
CAMCOR, INC.	268,674.50	53,595.00	355,701.75	153,374.00	12,118.90	29,800.00	31,700.00
CCS PRESENTATION SYSTEMS	NA	NA	NA	NA	NA	25,116.00	14,687.00
HUDFOR FLORIDA GROUP	315,341.50	136,974.50	544,003.50	214,975.00	20,857.00	22,687.00	21,357.00
HUFOR FLORIDA GROUP-ALTERNATE	206,303.00	41,502.50	337,125.00	158,250.00	9,239.50	14,551.00	14,551.00
THE LIBRARY STORE INC.	220,314.00	42,134.00	274,350.00	124,000.00	10,630.00	30,618.00	26,318.00
LONG'S ELECTRONICS	188,842.50	45,881.00	323,058.75	135,070.00	9,530.60	22,053.00	22,053.00
MDM COMMERCIAL	NA	NA	279,488.25	78,605.00	7,852.20	15,652.00	15,652.00
PRO VIDEO SALES INC.-ALTERNATE	163,172.50	28,533.50	246,380.25	113,500.00	8,301.90	23,880.00	23,880.00
QUATRO INC.	NA	NA	112,775.00	NO BID	NA	31,850.00	40,697.00
QUATRO INC.-ALTERNATE	NA	NA	NA	NO BID	NA	NO BID	NO BID
SCHOOLHOUSE PRODUCTS INC.	212,704.50	39,286.50	267,026.25	119,900.00	10,326.00	35,660.00	26,700.00
SCHOOL SPECIALTY	204,343.50	39,076.50	265,096.50	122,210.00	8,444.50	15,652.00	15,652.00
SOUTHERN BUSINESS COMMUNICATIONS INC.	157,585.00	27,525.00	277,488.75	128,075.00	8,282.50	22,053.00	22,053.00
TROXELL COMMUNICATIONS INC.	156,411.00	27,273.00	272,187.75	174,985.00	5,612.90	15,652.00	15,652.00
TROXELL COMMUNICATIONS-ALTERNATE	219,714.00	41,985.50	289,741.50	119,028.00	9,405.40	23,880.00	23,880.00
TROXELL COMMUNICATIONS-ALTERNATE	NA	INC.	NA	NA	9,778.80	31,850.00	40,697.00
TROXELL COMMUNICATIONS-ALTERNATE	NA	NA	NA	133,146.00	10,534.50	40,697.00	40,697.00
VALIANT INC	133,518.00	NO BID	225,990.00	75,730.00	NO BID	NO BID	NO BID
WYNK NETLINK, INC.	341,472.00	55,128.00	480,996.00	299,650.00	12,290.00	35,660.00	35,660.00
WATSON INDUSTRIES, INC.	190,190.00	36,391.00	286,277.25	149,975.00	10,370.00	26,700.00	26,700.00

**REMARKS:**  
 BID DRAFT WAS APPROVED BY: RENEE SCHWARTZ, LEARNING RESOURCES  
 BIDS RECEIVED WERE EVALUATED BY: RENEE SCHWARTZ, LEARNING RESOURCES

**22-113N**  
**Projector Carts, Television Stands and Projection Screens**

**Bid Price Comparison/Market Analysis**

Item Description	22-111N Contract Term 1/01/02- 12/31/04	25-113N Contract Term 1/18/05 12/31/05	*Cost Increase/ Decrease from previous contract
1A.-Projector Plastic Cart, 26"	\$48.88 ea.	\$48.88 ea	\$0
1B.-Projector Plastic Cart, 34"	\$59.88 ea.	\$59.88 ea	\$0
1C.-Projector Plastic Cart, 42"	\$61.98 ea.	\$61.98 ea	\$0
2A.-Projector Fixed Metal Cart, 34"	N/A	\$52.28 ea	N/A
2B.-Projector Fixed Metal Cart, 42"	N/A	\$56.88 ea	N/A
2C.-Projector Adjustable Metal Cart	N/A	\$54.88 ea	N/A
3.-Television Stands for 25"-27" TV	\$80.94 ea.	\$89.18 ea	+\$8.24 increase
4.-Television Stands for 32"-37" TV	\$169.00 ea.	\$169.90 ea	+\$0.90 increase
5.-Wall/Ceiling Projection Screens, 60"x60"	\$38.90 ea.	\$39.80 ea	-\$0.10 decrease
6A.-Projection Tripod Screens, 60"x60"	\$65.00 ea.	\$71.48 ea	+\$6.48 increase
6B.-Projection Tripod Screens, 70"x70"	\$80.00 ea.	\$76.88 ea	-\$3.12 decrease
Wall/Ceiling Projection Screens, 8'x10'	\$229.95 ea.	N/A	N/A
7.-Wall/Ceiling Projection Screens, 8'x8'	N/A	\$156.52 ea	N/A

\*Costs for items offered on Bid 25-113N have increase because steel and transportation costs have dramatically increased over the term of Bid 22-111N.

**Bid 25-113N**  
**Projector Carts, Television Stands and Projection Screens**  
**BID REJECTION SHEET**

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 Summary Sheets and/or Special Conditions of the bid. There may be other reasons for rejection.

**Item 1**

Reject bid submitted by **Valiant IMC**. Special Condition 8, Descriptive Literature, states that bidder is to provide complete technical descriptive literature on the item being bid. Such literature shall be in sufficient detail to indicate conformance with specifications specified in bid. Literature submitted by bidder does not state if item includes safety flange on top shelf, dual ball bearing anti-shimmy wheels, or 4" swivel rubber caster, two with brakes, which is required.

**Item 3**

Reject bid submitted by **Camcor, Inc**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, ratchet belt was shipped separately and not shipped in the same carton with stand, and item offered required two person assembly, which does not meet specifications.

**Item 4**

Reject bid submitted by **Audio Visual Innovations**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. Bidder did not provide exact sample of item offered for evaluation in time period specified in the letter requesting sample of item offered dated November 23, 2004.

Reject bid submitted by **Camcor, Inc**. Special Condition 18, Samples, requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, the mat offered did not fit the top shelf, and item offered required two person assembly, which does not meet specifications.

Reject bid submitted by **Valiant IMC**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. Bidder did not provide exact sample of item offered for evaluation in the time period specified in the letter requesting sample of item offered dated November 12, 2004.

**Item 5**

Reject alternate bid submitted by **AFP Industries**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, item offered did not provide black masking borders on screen, which is required.

Reject bid submitted by **Audio Visual Innovations**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. Bidder did not provide exact sample of item offered for evaluation in time period specified in the letter requesting sample of item offered dated November 23, 2004.

Reject bid submitted by **Camcor, Inc**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, item offered did not provide a positive lock for rectangular size adjustment that was efficient, therefore preventing screen from staying in an open position at the length needed, which does not meet specifications.

Reject bid submitted by **School Specialty**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. Bidder did not provide exact sample of item offered for evaluation in time period specified in the letter requesting sample of item offered dated November 23, 2004.



#### Item 6

Reject bid submitted by **Audio Visual Innovations**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. Bidder did not provide exact sample of item offered for evaluation in time period specified in the letter requesting sample of item offered dated November 23, 2004.

Reject bid submitted by **Camcor, Inc.** Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, item offered did not provide tripod legs that clamp securely to the center tube, which does not meet specifications.

Reject bid submitted by **Troxell Communications Inc.** Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, item offered did not provide a keystone eliminator and tripod legs did not clamp securely to the center tube, which does not meet specifications.

#### Item 7

Reject alternate bid submitted by **AFP Industries**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, item offered did not provide masking borders around the screen, which does not meet specifications.

Reject bid from **Audio Visual Innovations**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. Bidder did not provide exact sample of item offered for evaluation in time period specified in the letter requesting sample of item offered dated November 23, 2004.

Reject alternate bid submitted by **B&H Photo-Video Pro Audio**. Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. After evaluating sample submitted, item offered did not provide masking borders around the screen, which does not meet specifications.

Reject 2<sup>nd</sup> alternate bid submitted by **Quatro Inc.** Special Condition 18, Samples requires bidder to provide exact sample of item offered for evaluation purposes. Bidder did not provide exact sample of item offered for evaluation in time period specified in the letter requesting sample of item offered dated November 23, 2004.

# NOTICE

## CONTRACT AWARD INFORMATION

Title: Projection Carts, Television Stands and Projection Screens

Bid Number: 25-113N

Start Date: January 18, 2004

Expiration Date: December 31, 2005

Supersedes: 22-111N

Purchasing Agent: PHYLLIS BEN-ASHER (754) 321-0527

Attached is a copy of important term contract information. The attached copy should remain with the Bookkeeper/Budgetkeeper at your location. Additional copies should be made and distributed to the appropriate staff at your location.

Attachment

**APPROVED VENDORS**

AFP Industries, Inc. P.O. Box 43-0747 South Miami, FL 33243-0747 Contact: Vivian Castellanos Telephone: 800-962-4041 or 305-663-8300 Fax: 305-665-1800	Audio Visual Solutions Corporation 928 N. Federal Highway Hollywood, FL 33020 Contact: Barry Jackson Telephone: 800-903-4287 or 954-925-4287 Fax: 954-927-4287
B & H Photo-Video Pro Audio 420 9th Avenue NY, NY 10001 Contact: Yidel Rochutr Telephone: 800-947-8003 or 212-239-7503 Fax: 212-239-7740 or 800-858-5517	Quatro, Inc. 5800 S.W. 195 Terrace Southwest Ranches, FL 33332 Contact: Laura Rosa Telephone: 877-742-8878 or 954-680-3725 Fax: 877-742-8842
Southern Business Communications, Inc. 1801 S. Perimeter Road, Suite #120 Ft. Lauderdale, FL 33309 Contact: John Schnibbe Telephone: 866-291-5519 or 954-334-1060 Fax: 954-334-1059	Troxell Communications, Inc. 11767 Dixie Highway, #146 Miami, FL 33156 Contact: Dennis Gulleon Telephone: 800-578-8858 or 954-746-4831 Fax: 800-589-5939

**VENDOR CONTRACT AWARD INFORMATION**

**BID NUMBER 25-113N, Projection Carts, Television Stands and Projection Screens**

ITEM NUMBER	DESCRIPTION	Primary	1st Alternate	2nd Alternate
1A	26" Plastic Projector Cart	AFP Industries, Inc. \$48.88 each Make: Wilson Model: WT26E Warranty Period: 5 years Unit price represents 76% discount off Manufacturer's list price Delivery: 20-30 days	B & H Photo-Video Pro Audio \$49.02 each Make: Luxor Model: LP26E Warranty Period: Lifetime Unit price represents 75% discount off Manufacturer's list price Delivery: 12-21 days	Troxell Communications \$50.77 each Make: Wilson Model WT26E Warranty Period: Lifetime Unit price represents 77.93% discount off Manufacturer's list price Delivery: 30 days
1B	34" Plastic Projector Cart	AFP Industries, Inc. \$59.88 each Make: Wilson Model: WT34E Warranty: 5 years Unit price represents 73% discount off Manufacturer's list price Delivery: 20-30 days	B & H Photo-Video Pro Audio \$60.37 each Make: Luxor Model LP34E Warranty: Lifetime Unit price represents 71% discount off Manufacturer's list price Delivery: 12-21 days	Troxell Communications \$62.49 each Make: Wilson Model: WT34E Warranty: Lifetime Unit price represents 74.47% discount off Manufacturer's list price Delivery 30 days
1C	42" Plastic Projector Cart	AFP Industries, Inc. \$63.28 each Make: Wilson Model: WT42E Warranty: 5 years Unit price represents 72.3% discount off Manufacturer's list price Delivery 20-30 days	B & H Photo-Video-Pro Audio \$62.08 each Make: Luxor Model: LP42E Warranty: Lifetime Unit price represents 71% discount off Manufacturer's list price Delivery: 12-21 days	Troxell Communications \$64.80 each Make: Wilson Model: WT42E Warranty: Lifetime Unit price represents 77.50% discount off Manufacturer's list price Delivery: 30 days
2A	Metal Projector Carts	AFP Industries, Inc. \$52.28 each Make: Wilson Model: W24E Warranty: 5 years Unit price represents 81.9% discount off Manufacturer's list price Delivery: 20-30 days	Troxell Communications \$53.85 each Make: Wilson Model: W34E Warranty: Lifetime Unit price represents 80.1% discount off Manufacturer's list price Delivery: 30 days	B & H Photo-Video-Pro Audio \$53.99 each Make: Luxor Model: AV34 Warranty: Lifetime Unit price represents 81% discount off Manufacturer's list price Delivery: 12-21 days

**VENDOR CONTRACT AWARD INFORMATION**

**BID NUMBER 25-113N, Projection Carts, Television Stands and Projection Screens**

2B	42" Fixed Height Metal Projector Cart	<p>AFP Industries, Inc. \$56.88 each Make: Wilson Model: W42E Warranty: 5 years Unit price represents 81.0% discount off Manufacturer's list price Delivery: 20-30 days</p>	<p>Troxell Communications \$58.41 each Make: Wilson Model: W42E Warranty: Lifetime Delivery : 30 days</p>	<p>B &amp; H Photo-Video Pro Video \$58.10 each Make: Luxor Model: AV42 Warranty: Lifetime Delivery: 12 -21 days</p>
2C	Minimum 34"-42" Adjustable Height Metal Projector Cart	<p>AFP Industries, Inc. \$54.88 each Make: Wilson Model: W42AE Warranty 5 years Unit price represents 79.4% discount off Manufacturer's list price Delivery 20-30 days</p>	<p>Troxell Communications \$56.25 each Make: Wilson Model: W42AE Warranty: Lifetime Unit price represents 78.03% discount off Manufacturer's list price Delivery 30 days</p>	<p>B &amp; H Photo-Video Pro Video \$56.51 each Make: Luxor Model: AVJ42 Warranty: Lifetime Unit price represents 78% discount off Manufacturer's list price Delivery 12-21 days</p>
3	(WHSE880460004) (W00885) Television Stands for 25" - 27" Televisions	<p>AFP Industries, Inc. \$89.18 each Make: Luxor Model: TVW44/LRS/91042 Warranty: 5 years Unit price represents 75% discount off Manufacturer's list price Delivery: 20-30 days Color: Black Minimum Shipment: 75 each</p>	<p>Audio Visual Solutions \$89.30 each Make: Luxor Model: TVW44/LRS/91042 Warranty: Lifetime more than 1 yr. Unit price represents 76.5% discount off Manufacturer's list price Delivery: 30 days Color: Black Minimum Shipment: 75 each</p>	<p>B &amp; H Photo-Video Pro Video \$97.00 each Make Luxor Model TVW44/LRS/MAT Warranty: Lifetime Unit price represents 70% discount off Manufacturer's list price Delivery 12-21 days Color: Black Minimum Shipment: N/A</p>
4	Television Stands for 32" - 37" Televisions	<p>B &amp; H Photo-Video Pro Video (Alter.) \$169.90 each Make: Da-Lite Model: PM8-41 Warranty: 1 year Unit price represents 41% discount off Manufacturer's list price Delivery: 12-21 days</p>	<p>B &amp; H Photo-Video Pro Video \$225.01 each Make: Da-Lite Model: AV8-41E Warranty: 1 year Unit price represents 41% discount off Manufacturer's list price Delivery: 12-21 days</p>	<p>Quatro, Inc. \$225.55 each Make: Luxor Model: TVP-44/PC5/LRS Warranty: Lifetime w/weight load proviso Unit price represents 75.08% discount off Manufacturer's list price Delivery: 30 days ARO</p>

**VENDOR CONTRACT AWARD INFORMATION**

**BID NUMBER 25-113N, Projection Carts, Television Stands and Projection Screens**

5	Screens, Projection Wall or Ceiling, 60" X 60"	<p>Troxell Communications \$39.80 each Make: Apollo Model:PW6060 Warranty: 1 year Unit price represents 65.49% discount off Manufacturer's list price Delivery: 30 days</p>	<p>AFP Industries, Inc. \$45.58 each Make: Da-Lite Model: Model "B" Warranty: 1 year Unit price represents 48% discount off Manufacturer's list price Delivery: 20-30 days</p>	<p>Southern Business Communications \$43.17 each Make: De-Lite Model: "B" #40184 Warranty: 1 year Unit price represents 44% discount off Manufacturer's list price Delivery: 30 days</p>
6A	Screens, Projection Tripod	<p>AFP Industries \$71.48 each Make: Da-Lite Model: Versatrol 60" X 60" Warranty: 1 year Unit price represents 43.2% discount off Manufacturer's list price Delivery: 20 - 30 days</p>	<p>Southern Business Communications \$71.60 each Make: Da-Lite Model: Versatrol Warranty: 1 year Unit price represents 43% discount off Manufacturer's list price Delivery 30 days</p>	<p>Quatro, Inc. \$73.99 Make: Da-Lite Model: Versatrol 60" (72262) Warranty: 1 year Unit price represents 41.28% discount off Manufacturer's list price Delivery: 30 days ARO</p>
6B	Tripod Projection Screen 70" X 70"	<p>AFP Industries \$76.88 each Make: Da-Lite Model: Versatrol 70" X 70" Warranty: 1 year Unit price represents 43.4% discount off Manufacturer's list price Delivery: 20-30 days</p>	<p>Southern Business Communications \$79.79 each Make: Da-Lite Model: Versatrol #72263 Warranty: 1 year Unit price represents 43% discount off Manufacturer's list price. Delivery: 30 days</p>	<p>Quatro, Inc. \$77.25 each Make: Da-Lite Model: Versatrol 70" #72263 Warranty: 1 year Unit price represents 43.20% discount off manufacturer's list price Delivery: 30 days ARO</p>
7	Screens, Projection, 8' X 8' Approximately (wall or ceiling)	<p>Troxell Communications \$156.52 each Make: Apollo Model: RW9696 Warranty: 1 year Unit price represents 62.64% discount off of Manufacturer's list price. Delivery: 30 days</p>	<p>Quatro, Inc. \$213.57 each Make: Draper Model: Luma 2 Warranty: 1 year Unit price represents 48.54% discount off Manufacturer's list price. Delivery : 30 days ARO</p>	<p>Southern Business Communications \$220.53 each Make Da-Lite Model: "C" #40252 Warranty: 1 year Unit price represents 47% discount off manufacturer's list price. Delivery: 30 days</p>

**25-113N**  
**Projector Carts, Television Stands and Projection Screens**  
**Statement of No Bid Summary**

Number of Bidders submitting "No" Bid Statements: 1

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.
	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.
1	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.
	Could not bid competitive prices
	Being bid by their subsidiary



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

**DONNIE CARTER**  
*Director of Supply Management and Logistics*

## SCHOOL BOARD

*Chair* CAROLE L. ANDREWS  
*Vice Chair* STEPHANIE ARMA KRAFT, ESQ  
JUDIE S. BUDNICK  
DARLA L. CARTER  
BEVERLY A. GALLAGHER  
DR. ROBERT D. PARKS  
MARTY RUBINSTEIN  
LOIS WEXLER  
BENJAMIN J. WILLIAMS

October 21, 2004

DR. FRANK TILL  
*Superintendent of Schools*

### ADDENDUM NO. 1

RFP No. 25-113N

### Projector Carts, Television Stands and Projection Screens

#### TO ALL BIDDERS:

Amend the above referenced bid in the following particulars only:

1. The opening date has been changed to October 29, 2004.
2. The posting date has been changed to November 10, 2004.
3. **DELETE:** Page 1 of 24 Pages  
**INSERT:** Page 1 of 24 Pages - **REVISED -**  
**DELETE:** Page 4 of 24 Pages  
**INSERT:** Page 4 of 24 Pages - **REVISED -**  
**DELETE:** Page 7 of 24 Pages  
**INSERT:** Page 7 of 24 Pages - **REVISED -**  
**DELETE:** Page 8 of 24 Pages  
**INSERT:** Page 8 of 24 Pages - **REVISED -**  
**DELETE:** Page(s) 12, 13, 14, 15, 16 and 17 Page(s)  
**INSERT:** Page (s) 12, 13, 14, 15, 16 and 17 Page(s) - **REVISED -**
4. Enclosed Bidders Conference sign-in form.

This Addendum is for informational purposes only and need not be returned with your RFP. By virtue of signing the "Required Response Form", Page 1 of RFP 25-076N, proposer certifies acceptance of this Addendum.

Sincerely,

Phyllis Ben-Asher, CPPB  
Purchasing Agent III





The School Board of, Broward County, Florida  
**SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT**  
 7720 West Oakland Park Boulevard, Suite 323  
 Sunrise, Florida 33351-6704  
 754-321-0505

# INVITATION TO BID (ITB)

DUE DATE (Bids due at 2:00 p.m.): <b>October 29, 2004</b>	ITB NO.: <b>25-113N</b>	RELEASE DATE : <b>September 30, 2004</b>	PURCHASING AGENT: Phyllis Ben-Asher 754-321-0327
Bids must be submitted to the Supply Management and Logistics Department and received <b>on or before 2:00 p.m.</b> on the date due. Bids may not be withdrawn for 60 days after due date.		BID TITLE: <b>PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS</b>	

## 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:
Contact 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 Special Condition ___	<input checked="" type="checkbox"/> <b>Descriptive Literature</b> <b>Special Condition 8</b>	<input type="checkbox"/> Licenses Special Condition ___	<input type="checkbox"/> Material Safety Data Sheets Special Condition ___
<input type="checkbox"/> Manufacturers Authorization Special Condition ___	<input type="checkbox"/> References Special Condition ___	<input type="checkbox"/> Bidder Questionnaire Special Condition ___	<input type="checkbox"/> Other _____ 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.**

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 Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). 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 Supply Management and Logistics Department on **November 10, 2004 at 3:00 p.m.**, and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the 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 Supply Management and Logistics Department gives notice of an intended decision about this bid. A written notice of 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"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing
37. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.
- 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 Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). 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 SUPPLY MANAGEMENT AND LOGISTICS 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 Supply Management and Logistics 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. **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. **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.

**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 **PROJECTION CARTS, TELEVISION STANDS AND PROJECTION SCREENS** as specified herein. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The awardee(s) will receive individual purchase orders specifying the school's name and ship to address. 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 January 1, 2005 and continuing through December 31, 2005**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as needed basis.
3. **AWARD:** In order to meet the needs of the school system and SBBC, each ITEM OR GROUP shall be awarded to one primary and up to three alternate responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the second and third lowest bidders if: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of SBBC to do so regardless of reason.

After award of this bid, any awardee 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 be eligible to do business with this School Board for two years, as described in General Conditions 3, 23 and 24.

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Phyllis Ben-Asher, Purchasing Agent, Supply Management and Logistics Department, 754-321-3127 or email at phyllis.ben-asher@browardschools.com** 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 **Ms. 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. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida

**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

5. **CONTRACT EXTENSION:** 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 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 Supply Management and Logistics Department, will, if considering to extend, request a letter of intent to extend 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 bidder(s) agrees to this condition by signing its bid.
6. **DELIVERY:** Bidder shall indicate earliest firm delivery date after receipt of the purchase order(s) for each item bid. Delivery must be a **maximum of 30 calendar days** after receipt of order (ARO).
7. **QUANTITIES:** 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. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
8. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this Bid for items 1, 3, 4, 5, 6 and 7, it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST.** For Item 2, bidder is to provide complete detailed descriptive technical literature on item offered. Such literature shall be in sufficient detail to indicate conformance with the specifications 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 THIS BID OR UPON REQUEST, WILL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**
9. **SHIPPING INFORMATION:** SBBC purchase order number and ship to information must appear on all shipments, bills of lading, packing lists and invoices. Failure to include this information will result in refusal of shipment at vendor's expense and/or delay of payments. For Bid Item 3, shipment must be shrink-wrapped on pallets for warehouse deliveries. No pallet exchange allowed.
10. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet the name, address and telephone number of the representative who could make scheduled visits to the schools/departments and who will be available upon request to resolve billing and delivery problems. **Failure to indicate a company representative shall result in disqualification of bid submitted.**

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

PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

SECTION 5. BID SUMMARY SHEET

ITEM 1: (TO BE AWARDED AS A GROUP)

**PLASTIC PROJECTOR CARTS.**

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
A.	300 each	<b>26" PLASTIC PROJECTOR CART.</b> <b>Approved Brands: H. Wilson Model WT26E, Luxor Model LP26E, Bretford Model BP26E.</b>  As per attached Bid Specifications, see Section 6.  If bidding other than approved brand and model, see Special Condition 8.  Delivery Time _____ days (ARO) (See Special Condition 6)  Make Offered: _____  Model Offered: _____  Warranty period (years): _____ (See Special Condition 21)  <b>The unit price represents _____% discount off manufacturer's list price. See Special Condition 16.</b>	_____ ea _____	
B.	2000 each	<b>34" PLASTIC PROJECTOR CART.</b> <b>Approved Brands: H. Wilson Model WT34E, Luxor Model LP34E, Bretford Model BP34E.</b>  As per attached Bid Specifications, see Section 6.  If bidding other than approved brand and model, see Special Condition 8.  Delivery Time _____ days (ARO) (See Special Condition 6)  Make Offered: _____  Model Offered: _____  Warranty period (years): _____ (See Special Condition 21)  <b>The unit price represents _____% discount off manufacturer's list price. See Special Condition 16.</b>	_____ ea _____	

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

**ITEM 1 (Continued):**

		<b><u>UNIT PRICE</u></b>	<b><u>TOTAL COST</u></b>
C.	250 each	<b>42" PLASTIC PROJECTOR CART.</b> <b>Approved Brands: H. Wilson Model WT42E,</b> <b>Luxor Model LP42E, Bretford Model BP42E.</b>  As per attached Bid Specifications, see Section 6.  If bidding other than approved brand and model, see Special Condition 8.  Delivery Time (days ARO) _____ (See Special Condition 6)  Make Offered: _____  Model Offered: _____  Warranty period (years): _____ (See Special Condition 21)  <b>The unit price represents _____% discount off manufacturer's list price.</b> <b>See Special Condition 16.</b>	_____ ea _____
		<b>TOTAL BID ITEM 1 (A - C inclusive)..... \$ _____</b>	

**ITEM 2:**

**(TO BE AWARDED AS A GROUP)**

**METAL PROJECTOR CARTS**

As per attached Bid Specifications for Item 2, See Section 6.

A. 400 each **34" Fixed Height Metal Projector Cart** \$\_\_\_\_\_ ea \$\_\_\_\_\_

Make Offered: \_\_\_\_\_

Model Offered: \_\_\_\_\_

Delivery Time (days ARO): \_\_\_\_\_  
(See Special Condition 6)

Warranty period: \_\_\_\_\_  
(See Special Condition 21):

**The unit price represents \_\_\_\_\_% discount off manufacturer's list price.  
See Special Condition 16.**

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

PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

			<u>UNIT PRICE</u>		<u>TOTAL COST</u>
<b><u>ITEM 2 (Continued):</u></b>		<b><u>(TO BE AWARDED AS A GROUP)</u></b>			
B.	50 each	<b>42" Fixed Height Metal Projector Cart</b>	\$ _____	ea	\$ _____

Make Offered: \_\_\_\_\_

Model Offered: \_\_\_\_\_

Delivery Time (days ARO): \_\_\_\_\_  
(See Special Condition 6)

Warranty period: \_\_\_\_\_  
(See Special Condition 21)

C.	50 each	<b>Minimum 34-42" Adjustable Height Metal Projector Cart</b>	\$ _____	ea	\$ _____
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Make Offered: \_\_\_\_\_

Model Offered: \_\_\_\_\_

Delivery (days ARO): \_\_\_\_\_  
(See Special Condition 6)

Warranty period: \_\_\_\_\_  
(See Special Condition 21)

**The unit price represents \_\_\_\_\_% discount off manufacturer's list price.  
See Special Condition 16.**

**TOTAL BID ITEM 2 (A – C inclusive) ..... \$ \_\_\_\_\_**

VENDOR NAME: \_\_\_\_\_  
PBA/lr



The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<b><u>ITEM 3:</u></b>	2325 each (WHSE880460004) (W00885) <b>TELEVISION STANDS FOR 25 - 27" TELEVISIONS.</b> <b>Approved Brands: Bretford Model BB44-E4-SBCL-RM,</b> <b>Luxor Model TVW44/LRS/91042, Wilson WKDW44E-ERS-</b> <b>AV-MAT.</b>  As per attached Bid Specifications, see Section 6.  If bidding other than approved brand and model number, see Special Condition 8.  <b>SHIPMENT TO BE SHRINK WRAPPED ON PALLET(S).</b>  Make Offered: _____ ea _____  Model Offered: _____  Color Offered: _____  Delivery Time (days ARO): _____ (See Special Condition 6)  Minimum Shipment (each): _____ (See Special Condition 13) <b>(must not exceed 75 each)</b>  Warranty Period (years): _____ (See Special Condition 21)  <b>The unit price represents _____ % discount off manufacturer's list price.</b> <b>See Special Condition 16.</b>		
<b><u>ITEM 4:</u></b>	500 each <b>TELEVISION STANDS FOR 32" - 37" TELEVISIONS.</b> <b>Approved Brands: Bretford Model BBUL4440-M5, Da-</b> <b>Lite Model AV8-41E, Wilson Model W44TE8, Luxor Model</b> <b>TVP-44/SP/LRS</b>  As per attached Bid Specifications, see Section 6.  If bidding other than approved brand and model number, see Special Condition 8.  Make Offered: _____ ea _____  Model Offered: _____  Delivery Time (days ARO): _____ (See Special Condition 13)  Warranty Period (years): _____ (See Special Condition 21)  <b>The unit price represents _____ % discount off manufacturer's list price.</b> <b>See Special Condition 16.</b>		

VENDOR NAME: \_\_\_\_\_  
 PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

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

**UNIT PRICE**                      **TOTAL COST**

**ITEM 5:**      2600 each      **SCREENS, PROJECTION.**  
 Wall or ceiling, 60" x 60".  
**Approved Brands: Da-Lite "Model B", Draper "Luma", Bretford Model 2060.**

As per attached Bid Specifications, see Section 6.

If bidding other than approved brand and model, see Special Condition 8.

Make Offered: \_\_\_\_\_                      \_\_\_\_\_ ea \_\_\_\_\_

Model Offered: \_\_\_\_\_

Delivery Time (days ARO): \_\_\_\_\_  
 (See Special Condition 6)

Warranty period (years): \_\_\_\_\_  
 (See Special Condition 21)

**The unit price represents \_\_\_\_\_% discount off manufacturer's list price.**  
**See Special Condition 16.**

**ITEM 6:**                      **(TO BE AWARDED AS A GROUP)**

**SCREENS, PROJECTION TRIPOD.**  
**Approved Brands: Draper Consul, Da-Lite Versatrol Bretford 300M Series (3060M/3070M)**

As per attached Bid Specifications, see Section 6.

If bidding other than approved brand and model, see Special Condition 8.

A.                      60 each      **Tripod Projection Screen, 60" x 60".**

Make Offered: \_\_\_\_\_                      \_\_\_\_\_ ea \_\_\_\_\_

Model Offered: \_\_\_\_\_

Delivery Time (days ARO): \_\_\_\_\_  
 (See Special Condition 6)

Warranty period (years): \_\_\_\_\_  
 (See Special Condition 21)

**The unit price represents \_\_\_\_\_% discount off manufacturer's list price.**  
**See Special Condition 16.**

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

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

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<b><u>ITEM 6 (Continued):</u></b>	<b><u>(TO BE AWARDED AS A GROUP)</u></b>			
B.	50 each	<b>Tripod Projection Screen, 70" x 70".</b>		
		Make Offered: _____	_____ ea	_____
		Model Offered: _____		
		Delivery Time (days ARO): _____ (See Special Condition 6)		
		Warranty period (years): _____ (See Special Condition 21)		
		<b>The unit price represents _____ % discount off manufacturer's list price. See Special Condition 16.</b>		
		<b>TOTAL BID ITEM 6 (A and B inclusive).....</b>		<b>\$ _____</b>

<b><u>ITEM 7:</u></b>	100 each	<b>SCREENS, PROJECTION, 8' X 8" approximately.</b> Wall or ceiling. <b>Approved Brands: Draper "Luma 2", Da-Lite "Model C",                      Brettford 5088M.</b>		
		As per attached Bid Specifications, see Section 6.		
		If bidding other than approved brand and model number, see Special Condition 8.		
		Make Offered: _____	_____ ea	_____
		Model Offered: _____		
		Delivery Time (days ARO): _____ (See Special Condition 6)		
		Warranty Period (years): _____ (See Special Condition 21)		
		<b>The unit price represents _____ % discount off manufacturer's list price. See Special Condition 16.</b>		

**NOTE TO BIDDER:** Review General Condition 48 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

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

**DONNIE CARTER**  
*Director of Supply Management and Logistics*

## SCHOOL BOARD

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BENJAMIN J. WILLIAMS

DR. FRANK TILL  
*Superintendent of Schools*

DATE: September 30, 2004  
TO: Prospective Bidders  
FROM: Phyllis Ben-Asher, Purchasing Agent  
754-321-0527  
SUBJECT: **Instructions to Bidders**  
**Invitation to Bid 25-113N, Projector Carts, Television Stands and Projection Screens**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Projector Carts, Television Stands and Projection Screens. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above or via facsimile at 754-321-0533. 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:

- **NON-MANDATORY BIDDERS' CONFERENCE**  
A Bidders' Conference will be held on October 13, 2004, beginning at 9:00 a.m., in the Technology and Support Services Center, Supply Management and Logistics Department, Bid Rooms 1 & 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.
- **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 Supply Management and Logistics 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 754-321-0533. Your responses to the Statement of "No" Bid are very important to the Supply Management and Logistics 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  
**SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT**  
 7720 West Oakland Park Boulevard, Suite 323  
 Sunrise, Florida 33351-6704  
 754-321-0505

# INVITATION TO BID (ITB)

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

**October 22, 2004**

ITB NO.:

**25-113N**

RELEASE DATE :

**September 30, 2004**

PURCHASING AGENT:

Phyllis Ben-Asher  
754-321-0327

Bids must be submitted to the Supply Management and Logistics 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:

**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

## 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:		
Contact 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.*

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

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

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

\_\_\_\_\_  
**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                    | <input checked="" type="checkbox"/> <b>Descriptive Literature</b> | <input type="checkbox"/> Licenses             | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition __                                 | <b>Special Condition 8</b>  | Special Condition __                          | Special Condition __                                 |
| <input type="checkbox"/> Manufacturers Authorization | <input type="checkbox"/> References                               | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other _____                 |
| Special Condition __                                 | Special Condition __  | Special Condition __                          | 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 without regard to how a copy of this ITB was obtained. 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 in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management and Logistics 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 Supply Management and Logistics 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 Supply Management and Logistics 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. The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.



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 Supply Management and Logistics 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, Supply Management and Logistics Department.
32. **EXTENSION:** In addition to any extension 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 extension 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, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

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 Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). 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 Supply Management and Logistics Department on **November 3, 2004 at 3:00 p.m.**, and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the 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 Supply Management and Logistics Department gives notice of an intended decision about this bid. A written notice of 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". Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing
37. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.
- 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 Supply Management and Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). 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 SUPPLY MANAGEMENT AND LOGISTICS 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 Supply Management and Logistics 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. **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. **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.

42. **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.
43. **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.
44. **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 754-321-6187 or TDD 754-321-6188.
45. **"FUNDING OUT" TERMINATION/CANCELLATION:** Section 1011.14, 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.
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 shall keep a current list of persons who have submitted the lobbyist statement form.
47. **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 Supply Management and Logistics Department; the tie low bid vendors invited to be present as witnesses.

#### CERTIFICATION

- a) 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.
- b) 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.

48. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN 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 754-321-2290.

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.

49. **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.

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50. **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.

**Each individual for whom a SBBC photo identification badge is requested will be required 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. Effective immediately, the current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$75.00. Money Order is made payable to The School Board of Broward County, Florida. Company or personal checks, or credit card payments **are not** acceptable. **These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**

51. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:**

The District or its representative reserves the right to inspect and/or audit all the awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the awardee(s).

52. **Original Document Format:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by SBBC.

**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 **PROJECTION CARTS, TELEVISION STANDS AND PROJECTION SCREENS** as specified herein. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The awardee(s) will receive individual purchase orders specifying the school's name and ship to address. 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 January 1, 2005 and continuing through December 31, 2007**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as needed basis.
3. **AWARD:** In order to meet the needs of the school system and SBBC, each ITEM OR GROUP shall be awarded to one primary and up to three alternate responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the second and third lowest bidders if: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of SBBC to do so regardless of reason.

After award of this bid, any awardee 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 be eligible to do business with this School Board for two years, as described in General Conditions 3, 23 and 24.

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Phyllis Ben-Asher, Purchasing Agent, Supply Management and Logistics Department, 754-321-3127 or email at phyllis.benasher@browardschools.com** 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 **Ms. 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. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.

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

PBA/lr

The School Board of Broward County, Florida

**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

5. **CONTRACT EXTENSION:** 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 three year(s), 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 Supply Management and Logistics Department, will, if considering to extend, request a letter of intent to extend 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 bidder(s) agrees to this condition by signing its bid.
6. **DELIVERY:** Bidder shall indicate earliest firm delivery date after receipt of the purchase order(s) for each item bid. Delivery must be a **maximum of 30 calendar days** after receipt of order (ARO).
7. **QUANTITIES:** 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. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
8. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this Bid for items 1, 3, 4, 5, 6 and 7, it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST.** For Item 2, bidder is to provide complete detailed descriptive technical literature on item offered. Such literature shall be in sufficient detail to indicate conformance with the specifications 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 THIS BID OR UPON REQUEST, WILL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**
9. **SHIPPING INFORMATION:** SBBC purchase order number and ship to information must appear on all shipments, bills of lading, packing lists and invoices. Failure to include this information will result in refusal of shipment at vendor's expense and/or delay of payments. For Bid Item 3, shipment must be shrink-wrapped on pallets for warehouse deliveries. No pallet exchange allowed.
10. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet the name, address and telephone number of the representative who could make scheduled visits to the schools/departments and who will be available upon request to resolve billing and delivery problems. **Failure to indicate a company representative shall result in disqualification of bid submitted.**

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

PBA/lr

The School Board of Broward County, Florida

**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

11. **INSTRUCTION MANUALS:** If available, awardee is required to furnish an instruction manual for bid item. Each manual shall contain definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and trouble shooting procedures.
12. **INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **Accounts Payable Department, 7720 W. Oakland Park Boulevard, Sunrise, Florida 33351.**
- A. Material release number OR the control number
  - B. Purchase order number
  - C. Complete description of the items (i.e. model number and manufacturer)
  - D. **Serial number of equipment must be stated on all packing slips and invoices, where applicable**
  - E. Itemized list prices
  - F. Total dollar amount will be net
13. **MINIMUM ORDER:** The actual quantity ordered may be as low as one each or unit which bidders will be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.
- For Bid Item 3, bidder should indicate in space provided on the Bid Summary Sheet, the minimum quantity shipment, which must NOT exceed minimum quantities indicated. Failure to indicate a minimum quantity on the Bid Summary Sheets will indicate bidder agrees to deliver the minimum quantity as stated on the Bid Summary Sheets.
14. **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.

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

PBA/lr



The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

15. **DISCONTINUATION/END OF LIFE AND SUBSTITUTION:** During the period of time, in which this bid remains in force, the awardee(s) may modify its product line and will need to make substitution offerings to SBBC. The awardee(s) is required to notify SBBC that an item offered for sale under the terms of this bid is scheduled for discontinuation or withdrawal of general "open-market" availability. This notification must be made in writing to both SBBC's Supply Management and Logistic Department and ETS Department. This written notification must be received by SBBC at least 90 days prior to the effective discontinuation date. This notification must also include the offer of a substitution item that is being offered by the awardee. Each line-item specification as detailed in this bid must be referenced as it relates to the substitution offering, and each product feature of the substitution item must meet or exceed those detailed in this bid. The notification shall include complete descriptive, technical literature on the proposed replacement item. SBBC reserve the right, during this 90-day advance notice period, to continue to offer the item scheduled for discontinuation with the requirement that all such orders are filled as configured prior to the substitution offering, or to purchase the newer, substitution item. SBBC reserves the right to reject an item offered as a substitution item and to require that the awardee(s) propose another replacement item.

The net cost for the substitute item cannot exceed the bid price offered, nor shall the percent discount off manufacturer's list price for the substitute item be less than the percent discount off manufacturer's list price offered in the original bid. SBBC reserves the right to either pay the percent discount off manufacturer's list price or the net cost offered by awardee, whichever is less.

16. **PRICING:** For each item that bidder submits an offer on the Bid Summary Sheet, bidders are required to submit a net price which will be the offer for that item. Additionally, bidders are to provide the calculated percentage discount that has been applied from the manufacturer's published suggested retail (print or web) price for that item as stated on the Bid Summary sheet. Bidder is to state a single percentage discount off manufacturer's list price that bidder offers to SBBC and applies to manufacturer's item offered. This percent discount will establish the discount level that will be applied to all future pricing for items listed on the Bid Summary Sheets procured by SBBC from the awardee(s) for that manufacturer. For example, bidder offers a net price of \$30.00 for a 26" plastic projector cart (Item 1). In order to arrive at this net price, bidder offers SBBC a 50% discount off manufacturer's list price, which is \$60.00. If/when the model offered for Item 1 is replaced/discontinued, awardee must offer SBBC the same percent discount (50%) off manufacturer's list price for the replacement item as what was offered for the original model.
17. **PRICE REDUCTIONS:** If, from date of bid opening, the awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices will be extended to SBBC.

VENDOR NAME: \_\_\_\_\_  
PBA/lr



The School Board of Broward County, Florida

**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

18. **SAMPLES:** If offering other than approved brand and/or requested by SBBC, bidder will be required to provide samples of projector carts, television stands and projection screens within five days of opening for evaluation purposes only. Bidder will be required to deliver the samples to the Learning Resources Department, 2301 NW 26<sup>th</sup> Street, Fort Lauderdale, Florida 33311, Attn: Renee Schwartz within the time frame specified. These samples should only be delivered assembled, if the item, under this contract, would generally be shipped to a site assembled.
19. **PARTS LIST:** When requested, awardee shall furnish to SBBC Maintenance Department-Electronics, 2301 NW 26<sup>th</sup> Street, Fort Lauderdale, Florida 33311, a parts list for each item indicating current prices and wherever applicable, a schematic diagram at no additional cost to SBBC.
20. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.
21. **WARRANTY:** All items shall be unconditionally warranted against all defects in material, workmanship and failure to perform for a period of not less than one year or manufacturer's standard warranty, whichever is later, beginning with date of operational installation. Bidder must include the cost of the warranty in the unit prices offered. All repairs during the warranty period shall include all parts, labor and transportation charges and be performed at no additional cost to SBBC. Bidder shall state the warranty period in the space provided on the Bid Summary Sheet.
22. **WAREHOUSE RECEIVING HOURS:** Warehouse is open to receiving from 7:00 A.M. to 2:00 P.M. Monday through Friday except holidays. No delivery can be accepted after 2:00 PM.

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

PBA/lr



The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

SECTION 5, BID SUMMARY SHEET (Continued)

ITEM 1 (Continued):

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
C.	250 each	<b>42" PLASTIC PROJECTOR CART.</b> <b>Approved Brands: H. Wilson Model WT42E,</b> <b>Luxor Model LP42E, Bretford Model BP42E.</b>	_____ ea _____
As per attached Bid Specifications, see Section 6.			
If bidding other than approved brand and model, see Special Condition 8.			
Delivery Time (days ARO) _____ (See Special Condition 6)			
Make Offered: _____			
Model Offered: _____			
Warranty period (years): _____ (See Special Condition 21)			
TOTAL BID ITEM 1 (A - C inclusive).....			\$ _____

ITEM 2:

(TO BE AWARDED AS A GROUP)

**METAL PROJECTOR CARTS**

As per attached Bid Specifications for Item 2, See Section 6.

A.	400 each	<b>34" Fixed Height Metal Projector Cart</b>	\$ _____ ea \$ _____
Make Offered: _____			
Model Offered: _____			
Delivery Time (days ARO): _____ (See Special Condition 6)			
Warranty period: _____ (See Special Condition 21):			

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

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

			<u>UNIT PRICE</u>		<u>TOTAL COST</u>
<u><b>ITEM 2 (Continued):</b></u>		<u><b>(TO BE AWARDED AS A GROUP)</b></u>			
B.	50 each	<b>42" Fixed Height Metal Projector Cart</b>	\$ _____	ea	\$ _____
Make Offered: _____ Model Offered: _____ Delivery Time (days ARO): _____ (See Special Condition 6) Warranty period: _____ (See Special Condition 21)					
C.	50 each	<b>Minimum 34-42" Adjustable Height Metal Projector Cart</b>	\$ _____	ea	\$ _____
Make Offered: _____ Model Offered: _____ Delivery (days ARO): _____ (See Special Condition 6) Warranty period: _____ (See Special Condition 21)					
<b>TOTAL BID ITEM 2 (A – C inclusive) .....</b>					<b>\$ _____</b>

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, TELEVISION STANDS AND PROJECTION SCREENS**

SECTION 5, BID SUMMARY SHEET (Continued)

		<u>UNIT PRICE</u>	<u>TOTAL COST</u>	
<b>ITEM 3:</b>	2325 each (WHSE880460004) (W00885) <b>TELEVISION STANDS FOR 25 - 27" TELEVISIONS.</b> <b>Approved Brands: Bretford Model BB44-E4-SBCL-RM, Luxor Model TVW44/LRS/91042, Wilson WKDW44E-ERS-AV-MAT.</b>  As per attached Bid Specifications, see Section 6.  If bidding other than approved brand and model number, see Special Condition 8.  <b>SHIPMENT TO BE SHRINK WRAPPED ON PALLET(S).</b>  Make Offered: _____  Model Offered: _____  Color Offered: _____  Delivery Time (days ARO): _____ (See Special Condition 6)  Minimum Shipment (each): _____ (See Special Condition 13) <b>(must not exceed 75 each)</b>  Warranty Period (years): _____ (See Special Condition 21)	_____	_____	_____
<b>ITEM 4:</b>	500 each <b>TELEVISION STANDS FOR 32" - 37" TELEVISIONS.</b> <b>Approved Brands: Bretford Model BBUL4440-M5, Da-Lite Model AV8-41E, Wilson Model W44TE8, Luxor Model TVP-44/SP/LRS</b>  As per attached Bid Specifications, see Section 6.  If bidding other than approved brand and model number, see Special Condition 8.  Make Offered: _____  Model Offered: _____  Delivery Time (days ARO): _____ (See Special Condition 13)  Warranty Period (years): _____ (See Special Condition 21)	_____	_____	_____

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

SECTION 5, BID SUMMARY SHEET (Continued)

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 5:</u>	2600 each	<p><b>SCREENS, PROJECTION.</b> Wall or ceiling, 60" x 60". <b>Approved Brands: Da-Lite "Model B", Draper "Luma", Bretford Model 2060.</b></p> <p>As per attached Bid Specifications, see Section 6.</p> <p>If bidding other than approved brand and model, see Special Condition 8.</p> <p>Make Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery Time (days ARO): _____ (See Special Condition 6)</p> <p>Warranty period (years): _____ (See Special Condition 21)</p>	_____	ea _____
<u>ITEM 6:</u>		<p><b><u>(TO BE AWARDED AS A GROUP)</u></b></p> <p><b>SCREENS, PROJECTION TRIPOD.</b> <b>Approved Brands: Draper Consul, Da-Lite Versatrol Bretford 300M Series (3060M/3070M)</b></p> <p>As per attached Bid Specifications, see Section 6.</p> <p>If bidding other than approved brand and model, see Special Condition 8.</p>		
A.	60 each	<p><b>Tripod Projection Screen, 60" x 60".</b></p> <p>Make Offered: _____</p> <p>Model Offered: _____</p> <p>Delivery Time (days ARO): _____ (See Special Condition 6)</p> <p>Warranty period (years): _____ (See Special Condition 21)</p>	_____	ea _____

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM 6 (Continued):</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
B.	50 each		
	<b>Tripod Projection Screen, 70" x 70".</b>		
	Make Offered: _____	_____	ea _____
	Model Offered: _____		
	Delivery Time (days ARO): _____ (See Special Condition 6)		
	Warranty period (years): _____ (See Special Condition 21)		
	<b>TOTAL BID ITEM 6 (A and B inclusive).....</b>		<b>\$ _____</b>

<u>ITEM 7:</u>	100 each	<b>SCREENS, PROJECTION, 8' X 8" approximately.</b> Wall or ceiling. <b>Approved Brands: Draper "Luma 2", Da-Lite "Model C", Bretford 5088M.</b>
		As per attached Bid Specifications, see Section 6.
		If bidding other than approved brand and model number, see Special Condition 8.
		Make Offered: _____
		_____
		ea _____
		Model Offered: _____
		Delivery Time (days ARO): _____ (See Special Condition 6)
		Warranty Period (years): _____ (See Special Condition 21)

**NOTE TO BIDDER:** Review General Condition 48 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

**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

**SECTION 6, BID SPECIFICATIONS**

**ITEM 1A and B:**

**PLASTIC CARTS, PROJECTOR:**

- Black or gray molded thermo-plastic mobile projection carts
- Cart top shelf size approximately 18" x 24"
- 26" cart must have two shelves, including top shelf
- 34" and 42" carts must have three shelves, including top shelf
- Safety flange on top shelf
- Dual ball bearing anti-shimmy wheels
- 4" swivel rubber casters, two with brakes
- Minimum 15' long three-wire power cord permanently attached
- Minimum dual 110 volt, UL approved outlets
- Power cord shall be minimum #16 stranded wire
- All components including casters are to be shipped in a single factory sealed carton (not banded)

**ITEM 1C:**

**PLASTIC CARTS, PROJECTOR:**

- Black or gray molded thermo-plastic mobile projection carts
- Cart top shelf size approximately 18" x 24"
- 26" cart must have two shelves, including top shelf
- 34" and 42" carts must have three shelves, including top shelf
- Safety flange on top shelf
- Dual ball bearing anti-shimmy wheels
- 4" swivel rubber casters, two with brakes
- Minimum 15' long three-wire power cord permanently attached
- Minimum triple 110 volt, UL approved outlets
- Power cord shall be minimum #16 stranded wire
- All components including casters are to be shipped in a single factory sealed carton (not banded)

**ITEM 2A and 2B:**

**METAL PROJECTOR CARTS:**

- Construction shall be heavy gauge, black or gray cold rolled steel
- Cart top shelf size approximately 18" x 24"
- 34" and 42" carts must have three shelves, including top shelf
- Safety flange on top shelf
- Dual ball bearing anti-shimmy wheels
- 4" swivel rubber caster, two with brakes
- Minimum 15' long three-wire power cord permanently attached
- Minimum dual 110 volt, UL approved outlets
- Power cord shall be minimum #16 stranded wire
- All components including casters are to be shipped in a single factory sealed carton (not banded)

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

PBA/lr



The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

**SECTION 6, BID SPECIFICATIONS (Continued)**

**ITEM 2C:**

**METAL PROJECTOR CART, ADJUSTABLE HEIGHT**

- Height adjustment range – minimum 34" – 42"
- Construction shall be heavy gauge, black or gray cold rolled steel
- Cart top shelf size approximately 18" x 24"
- 34" and 42" carts must have three shelves, including top shelf
- Safety flange on top shelf
- Dual ball bearing anti-shimmy wheels
- 4" swivel ball bearing or rubber caster, two with brakes
- Minimum 15' long three-wire power cord permanently attached
- Minimum triple 110 volt, UL approved outlets
- Power cord shall be minimum #16 stranded wire
- All components including casters are to be shipped in a single factory sealed carton (not banded)

**ITEM 3:**

**TELEVISION STANDS FOR 25' - 27" TELEVISIONS:**

- Construction shall be heavy gauge, black or gray cold rolled steel
- Wide base design to fit up to 27" (W) television
- Include either non-skid pads or rubber mat to fit top shelf
- 44" - 48" high to include three shelves
- Top shelf to be minimum size 22" x 32"
- Top shelf to have 2" (minimum) wide ratchet safety belt to secure monitor
- Ease of one-person assembly required
- Grommet holes in mat must match grommet holes in top shelf, if any exist in shelf
- Electrical assembly
- Minimum 15' long three-wire power cord
- Minimum dual 110volt, UL approved outlets
- 4" (minimum) diameter swivel ball bearing casters or rubber tires
- Operational brakes on at least two wheels
- Casters must have self-capturing socket stems which lock into the cart caster socket (leg assembly) that can be removed, if necessary, with simple hand tools
- All components are to be shipped together in a single carton and packed with sufficient protection to eliminate scratching
- Shipped shrink-wrapped on pallets

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

PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

**SECTION 6, BID SPECIFICATIONS (Continued)**

**ITEM 4:**

**TELEVISION STANDS FOR 32" - 37" TELEVISIONS:**

- Construction shall be heavy gauge, black or gray cold rolled steel
- Wide base design to fit a 32" - 37" television
- 40" - 46" high
- Three shelves, top shelf dimensions to be a minimum 24" x 37"
- Include either non-skid pads or rubber mat to fit top shelf
- Include ratchet safety belt to secure monitor to top shelf
- Electrical assembly
- 15' (minimum) long power cord
- Minimum dual 110 volt, UL approved outlets
- 5" minimum diameter swivel ball bearing casters, rubber tires or semi-pneumatic tires
- Operational brakes on at least two wheels
- Casters must have self-capturing socket stems which lock into the cart caster (leg assembly) which can be removed, if necessary, with hand tools
- Ease of one person assembly required
- All components are to be shipped together in a single carton and packed with sufficient protection to eliminate scratching

**ITEM 5:**

**SCREENS, PROJECTION:**

- Projection screens can either be wall or ceiling mounted
- 60" x 60"
- Matte-white finish screen
- Black masking borders around screen
- Manual operation required
- Positive lock for rectangular size adjustment
- Safety catch required to prevent screen from being pulled from roller
- Steel case to be minimum 22-gauge steel
- Flame and mildew resistant
- Spring roller with ring/universal mounts for hanging and mounting
- All components are to accompany completely assembled unit and be shipped in a single factory-sealed carton.

VENDOR NAME: \_\_\_\_\_  
PBA/lr

The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

**SECTION 6, BID SPECIFICATIONS (Continued)**

**ITEM 6A and 6B:**

**SCREENS, PROJECTION TRIPOD:**

- Seamless matte-white finish screen
- Keystone eliminator to eliminate distortion
- Manual operation required
- Black masking borders around screen
- Cylindrical case to be minimum 24 gauge steel
- Spring roller
- Safety catch required to prevent screen being pulled from roller
- Steel legs of tripod to clamp securely to center tube with easy release
- Mechanism to provide tight screen surface must be offered on unit
- Flame and mildew resistant
- All components are to accompany completely assembled unit and be shipped in a single factory sealed carton

**ITEM 7:**

**SCREENS, PROJECTION:**

- Projection screens can either be wall or ceiling mounted
- Matte-white finish screen
- Black masking borders around screen
- Manual operation required
- Positive lock for rectangular size adjustment
- Safety catch required to prevent screen from being pulled from roller
- Steel case to be minimum 22-gauge steel
- Flame and mildew resistant
- Spring roller with ring/universal mounts for hanging and mounting
- All components are to accompany completely assembled unit and be shipped in a single factory-sealed carton.

VENDOR NAME: \_\_\_\_\_  
PBA/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)

The School Board of Broward County, Florida  
**PROJECTOR CARTS, PROJECTION SCREENS AND TELEVISION STANDS**

**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.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

Prior to the commencement of any work the awardee must provide SBBC Supply Management and Logistics 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: \_\_\_\_\_  
PBA/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  
 Supply Management and Logistics 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:
	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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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