

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

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| Bid No.: <u>25-107B</u> | Board Meeting: <u>MARCH 15, 2005</u> |
| Description: <u>AUDIOMETRIC EQUIPMENT AND SUPPLIES</u> | Notified: <u>47</u> Downloaded: <u>13</u> |
| <u>(CATALOG) TERM CONTRACT</u> | Bids Rec'd: <u>7</u> No Bids: <u>0</u> |
| For: <u>VARIOUS LOCATIONS</u> | Bid Opening: <u>DECEMBER 9, 2004</u> |
| (School/Department) | |
| Fund: <u>VARIOUS FUNDS</u> | Advertised Date: <u>NOVEMBER 16, 2004</u> |
| | Award Amount: <u>\$450,000 (PER CONTRACT PERIOD)</u> |

POSTING OF BID RECOMMENDATION/TABULATION: Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on JANUARY 27, 2005 @ 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

| <u>VENDOR NAME</u> | <u>ITEM(S) AWARDED</u> |
|----------------------------|---|
| AUDIO ENHANCEMENT | 12A, 12B |
| AUDIBLE SOURCE, INC. | 12A, 12B; 12A (ALT #1), 12B (ALT #1); 12A (ALT #2), 12B (ALT #2); 12A (ALT #3), 12B (ALT #3) |
| PHONAK LLC | 7A, 7B; 7A (ALT #1), 7B (ALT #1) |
| PHONIC EAR, INC. | 8A, 8B |
| SONOVATION, INC. | 9A, 9B |
| TELE-ACOUSTICS, INC. | 1A, 1B; 2A, 2B; 3A, 3B; 5A, 5B; 6A, 6B; |
| WESTONE LABORATORIES, INC. | 11A, 11B |

RECOMMEND THE AWARD BE MADE TO THE ABOVE BIDDERS WHO OFFERED THE GREATEST SINGLE FIXED PERCENTAGE DISCOUNT AND OTHERWISE COMPLIED WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF THIS BID.

BID ITEMS 4A, 4B AND 10A, 10B: NO BIDS WERE RECEIVED. IT IS FURTHER RECOMMENDED THAT, IN ACCORDANCE WITH POLICY 3320, PART I, RULE u, THE SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT MAY ENTER INTO NEGOTIATIONS FOR THE REQUIRED ITEMS NOT RECOMMENDED FOR AWARD AND BE AUTHORIZED TO RELEASE PURCHASE ORDERS UNDER WHATEVER, TERMS AND CONDITIONS THE SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT DETERMINES TO BE IN THE BEST INTEREST OF THE SCHOOL SYSTEM. THE SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT SHALL BRING APPROPRIATE DOCUMENTATION TO THE SCHOOL BOARD FOR APPROVAL.

CONTRACT PERIOD: APRIL 1, 2005 THROUGH MARCH 31, 2007

By:  Date: 1/24/05
(Buyer/Purchasing Agent)

3/30/04

Equal Opportunity Employer, using Affirmative Action Guidelines

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BID TABULATION SHEET

| | | | | | |
|------------|--|-----------|----------|-------|------------|
| BID NUMBER | 25-107B | OPEN DATE | 12/09/04 | BUYER | CHUCK HIGH |
| BID TITLE | AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG) | | | | |

[illegible]

REMARKS:

BID DRAFT WAS APPROVED BY: TERRY SPURLOCK, CURRICULUM SUPERVISOR, ESE DEPARTMENT
 COMMENTS:
 COMMENTS RECEIVED WERE EVALUATED BY: TERRY SPURLOCK, CURRICULUM SUPERVISOR, ESE DEPARTMENT AND GEORGE TOMAN, BUYER, SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT.

RECOMMEND THE AWARD BE MADE TO THE ABOVE BIDDERS MEETING SPECIFICATIONS, TERMS & CONDITIONS.

THE SCHOOL BOARD OF BROWARD COUNTY
BID TABULATION SHEET

| | | | | |
|------------|--|-----------|----------|-------|
| BID NUMBER | 25-107B | OPEN DATE | 12/09/04 | BUYER |
| BID TITLE | AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG) | | | |

[illegible]

| |
|----------|
| REMARKS: |
|----------|

THE SCHOOL BOARD OF BROWARD COUNTY
BID TABULATION SHEET

| | | | | | |
|------------|--|-----------|----------|-------|--|
| BID NUMBER | 25-107B | OPEN DATE | 12/09/04 | BUYER | |
| BID TITLE | AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG) | | | | |

[illegible]

REMARKS:

**THE SCHOOL BOARD OF BROWARD COUNTY
BID TABULATION SHEET**

| | | | | | |
|------------|--|-----------|----------|-------|--|
| BID NUMBER | 25-107B | OPEN DATE | 12/09/04 | BUYER | |
| BID TITLE | AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG) | | | | |

[illegible]

REMARKS:

25-107B
Audiometric Equipment and Supplies (Catalog)


Item 4a &b:

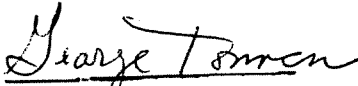
No bids received. It is recommended that in accordance with Policy 3320, Part I, Rule u, the Purchasing Department may enter into negotiations for the required items not recommended for award and be authorized to release purchase orders under whatever terms and conditions the Purchasing Department determines to be in the best interest of the school system. The Purchasing Department shall bring appropriate documentation to the School Board for approval.

Item 10a &b:

No bids received. It is recommended that in accordance with Policy 3320, Part I, Rule u, the Purchasing Department may enter into negotiations for the required items not recommended for award and be authorized to release purchase orders under whatever terms and conditions the Purchasing Department determines to be in the best interest of the school system. The Purchasing Department shall bring appropriate documentation to the School Board for approval.

Bids were evaluated by:


Terry Spurlock
Curriculum Supervisor


George Toman, Buyer
Purchasing Department

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4. BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

| | | |
|------------------------|--|--------------|
| <u>ITEM 8:</u> | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | <u>N/A</u> % |
| B. | For Equipment. (See Special Condition 7) | <u>N/A</u> % |
| <u>ITEM 9:</u> | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | <u>N/A</u> % |
| B. | For Equipment. (See Special Condition 7) | <u>N/A</u> % |
| <u>ITEM 10:</u> | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | <u>N/A</u> % |
| B. | For Equipment. (See Special Condition 7) | <u>N/A</u> % |
| <u>ITEM 11:</u> | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | <u>N/A</u> % |
| B. | For Equipment. (See Special Condition 7) | <u>N/A</u> % |
| <u>ITEM 12:</u> | ADDITIONAL MANUFACTURERS Alternate No. 1 of 4 | |
| A. | For Supplies. (See Special Condition 7) | <u>2</u> % |
| B. | For Equipment. (See Special Condition 7) | <u>5</u> % |

NAME: SENNHEISER

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: Audible Source, Inc.
CH/ir

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

| | | <u>SINGLE FIXED PERCENTAGE DISCOUNT OFFERED</u> |
|------------------------------------|--|--|
| <u>Manufacturer</u> | | |
| <u>ITEM 8:</u> | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 9:</u> | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 10:</u> | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 11:</u> | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 12:</u> | ADDITIONAL MANUFACTURERS Alternate 2 of 4 | |
| A. | For Supplies. (See Special Condition 7) | <u> 5 </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> 5 </u> % |
| NAME: <u>WILLIAMS SOUND</u> | | |

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: Audible Source, Inc.
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

| | | |
|------------------------|--|--------------------------|
| <u>ITEM 8:</u> | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 9:</u> | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 10:</u> | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 11:</u> | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 12:</u> | ADDITIONAL MANUFACTURERS Alternate 3 of 4 | |
| A. | For Supplies. (See Special Condition 7) | <u> 5 </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> 5 </u> % |

NAME: TEACHLOGIC

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: Audible Source, Inc.
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4. BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

| | | |
|------------------------|--|----------------------|
| <u>ITEM 8:</u> | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 9:</u> | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 10:</u> | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 11:</u> | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> N/A </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> N/A </u> % |
| <u>ITEM 12:</u> | ADDITIONAL MANUFACTURERS Alternate 4 Of 4 | |
| A. | For Supplies. (See Special Condition 7) | <u> 5 </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> 5 </u> % |

NAME: ELT Group

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: Audible Source, Inc.
CH/r

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **MINIMUM ORDER:** \$ 50.00
If applicable in accordance with Special Condition 13. (dollar amount)

2. **INSTALLATION CHARGE** \$ 85.00 per hour

3. **PICKUP DISCOUNTED PRICE:** 0 %
Indicate **additional** percentage discount if SBBC picks up
Audiometric Equipment and Supplies (Catalog) at bidder's location
in accordance with Special Condition 9.

4. **COMPANY REPRESENTATIVE:**
(See Special Condition 11)

Audible Source, Inc.

Company Name
Andrew S. Tusa

Company Representative
2385 Executive Center Drive, Suite 100

Street Address
Boca Raton, FL 33431

City, State and Zip
(561) 998-3566

Phone Number
(561) 998-0136

Fax Number
(800) 273-8529

Local/Toll-Free Phone Number

VENDOR NAME: Audible Source, Inc.
CH/r

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

| | | |
|--|---|-------------------|
| <u>ITEM 8:</u> | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 9:</u> | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 10:</u> | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 11:</u> | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 12:</u> | ADDITIONAL MANUFACTURERS | |
| A. | For Supplies. (See Special Condition 7) | _____ <u>10</u> % |
| B. | For Equipment. (See Special Condition 7) | _____ <u>10</u> % |
| NAME: <u>Audio Enhancement (www.audioenhancement.com)</u> | | |

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: Audio Enhancement
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5. BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **MINIMUM ORDER:** \$ _____
If applicable in accordance with Special Condition 13. (dollar amount)

2. **INSTALLATION CHARGE** \$ _____

3. **PICKUP DISCOUNTED PRICE:** _____ %
Indicate additional percentage discount if SBBC picks up
Audiometric Equipment and Supplies (Catalog) at bidder's
location in accordance with Special Condition 9.

4. **COMPANY REPRESENTATIVE:**
(See Special Condition 11)

Audio Enhancement
Company Name

Gary EVANS
Company Representative

14241 S. Redwood Rd.
Street Address

Bluffdale, UT 84065
City, State and Zip

(800) 383-9362
Phone Number

(801) 254-3802
Fax Number

Local/Toll-Free Phone Number

VENDOR NAME: Audio Enhancement
CH/lr

Board of Broward County, Florida
BIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5. BID SUMMARY SHEET

SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED

Manufacturer

- ITEM 1:** **AUDIOSCAN (www.audioscan.com)**
- A. For **Supplies.** (See Special Condition 7) N/A %
- B. For **Equipment.** (See Special Condition 7) N/A %
- ITEM 2:** **BIO-LOGIC SYSTEMS (www.blsc.com)**
- A. For **Supplies.** (See Special Condition 7) N/A %
- B. For **Equipment.** (See Special Condition 7) N/A %
- ITEM 3:** **GRASON-STADLER (VIASYS Healthcare) (www.grason-stadler.com)**
- A. For **Supplies.** (See Special Condition 7) N/A %
- B. For **Equipment.** (See Special Condition 7) N/A %
- ITEM 4:** **LIGHTSPEED TECHNOLOGY (www.lightspeed-tek.com)**
- A. For **Supplies.** (See Special Condition 7) N/A %
- B. For **Equipment.** (See Special Condition 7) N/A %
- ITEM 5:** **MADSEN (www.madsen.com)**
- A. For **Supplies.** (See Special Condition 7) N/A %
- B. For **Equipment.** (See Special Condition 7) N/A %
- ITEM 6:** **MAICO DIAGNOSTICS (www.maico-diagnostics.com)**
- A. For **Supplies.** (See Special Condition 7) N/A %
- B. For **Equipment.** (See Special Condition 7) N/A %
- ITEM 7:** **PHONAK (www.phonak.com)**
- A. For **Supplies.** (See Special Condition 7) See Catalog Serialized items 150%
- B. For **Equipment.** (See Special Condition 7) Now Serialized 0%
- See Catalog Serialized items 150%
- Now Serialized 0%

VENDOR NAME: Phonak LLC
CH/r

Educational Price + Policy 04
COR 162 US 04/04

age 12 0
School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5. BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **MINIMUM ORDER:**

If applicable in accordance with Special Condition 13.

\$ N/A
(dollar amount)

2. **INSTALLATION CHARGE**

\$ N/A

3. **PICKUP DISCOUNTED PRICE:**

Indicate **additional** percentage discount if SBBC picks up Audiometric Equipment and Supplies (Catalog) at bidder's location in accordance with Special Condition 9.

N/A %

4. **COMPANY REPRESENTATIVE:**

(See Special Condition 11)

Phonak LLC

Company Name

Aggie Henry / Helmut Ermann

Company Representative

4520 Weaver PKwy

Street Address

Warrenville IL 60555

City, State and Zip

630-821-5293 or

630-821-5237

Phone Number

630-393-7400

Fax Number

888-777-7316

Local/Toll-Free Phone Number

VENDOR NAME:

Phonak LLC

CH/r

School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

| | <u>Manufacturer</u> | <u>SINGLE FIXED PERCENTAGE DISCOUNT OFFERED</u> |
|-----------------|--|---|
| ITEM 8: | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | <u>05.00</u> % |
| B. | For Equipment. (See Special Condition 7) | <u>05.00</u> % |
| ITEM 9: | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> </u> % |
| ITEM 10: | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> </u> % |
| ITEM 11: | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | <u> </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> </u> % |
| ITEM 12: | ADDITIONAL MANUFACTURERS | |
| A. | For Supplies. (See Special Condition 7) | <u> </u> % |
| B. | For Equipment. (See Special Condition 7) | <u> </u> % |
| NAME: _____ | | |

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.

Phonic Ear requests a waiver from participation. See enclosed letter.

VENDOR NAME: Phonic Ear Inc
CH/lr

School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. MINIMUM ORDER: \$ no minimum
If applicable in accordance with Special Condition 13. (dollar amount)
2. INSTALLATION CHARGE \$ 150 per system *
*Installation charge applies only to Vocalight and EL2 sound field systems
3. PICKUP DISCOUNTED PRICE: N/A %
Indicate additional percentage discount if SBBC picks up
Audiometric Equipment and Supplies (Catalog) at bidder's location
in accordance with Special Condition 9. Phonic Ear is located
in California

4. COMPANY REPRESENTATIVE:
(See Special Condition 11)

Phonic Ear Inc

Company Name

Local Representative Erika Wesley

Company Representative

Headquarters Representative
Joanne Raccanello

3880 Cypress Drive

Street Address

Apopka, Florida 32712

Petaluma, CA 94954

City, State and Zip

407-620-0776

707-769-1110

Phone Number

407-884-8179

707-781-9415

Fax Number

800-227-0735 ext 232

800-227-0735 ext 241

Local/Toll-Free Phone Number

ew@phonicear.com

jor@phonicear.com

E-Mail Address

VENDOR NAME: Phonic Ear Inc
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

| | | |
|------------------------|---|------------|
| <u>ITEM 8:</u> | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 9:</u> | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | <u>0</u> % |
| B. | For Equipment. (See Special Condition 7) | <u>0</u> % |
| <u>ITEM 10:</u> | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 11:</u> | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 12:</u> | ADDITIONAL MANUFACTURERS | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |

NAME: _____

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: Sonoration, Inc
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **MINIMUM ORDER:** \$ 0
(dollar amount)
If applicable in accordance with Special Condition 13.

2. **INSTALLATION CHARGE** \$ 0

3. **PICKUP DISCOUNTED PRICE:** 0 %
Indicate additional percentage discount if SBBC picks up
Audiometric Equipment and Supplies (Catalog) at bidder's location
in accordance with Special Condition 9.

4. **COMPANY REPRESENTATIVE:**
(See Special Condition 11)
Sonovation, Inc
Company Name
Wendy Davis
Company Representative
7636 Executive Dr
Street Address
Eden Prairie MN 55344
City, State and Zip
952/934-3111
Phone Number
952/934-3033
Fax Number
800/462-8336
Local/Toll-Free Phone Number

VENDOR NAME: Sonovation, Inc
CH/lr

School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

ITEM 1: **AUDIOSCAN (www.audioscan.com)**

A. For Supplies. (See Special Condition 7) 0 %

B. For Equipment. (See Special Condition 7) 2 %

ITEM 2: **BIO-LOGIC SYSTEMS (www.blsc.com)**

A. For Supplies. (See Special Condition 7) 0 %

B. For Equipment. (See Special Condition 7) 2 %

ITEM 3: **GRASON-STADLER (VIASYS Healthcare) (www.grason-stadler.com)**

A. For Supplies. (See Special Condition 7) 0 %

B. For Equipment. (See Special Condition 7) 2 %

ITEM 4: **LIGHTSPEED TECHNOLOGY (www.lightspeed-tek.com)**

A. For Supplies. (See Special Condition 7) N/A %

B. For Equipment. (See Special Condition 7) N/A %

ITEM 5: **MADSEN (www.madsen.com)**

A. For Supplies. (See Special Condition 7) 0 %

B. For Equipment. (See Special Condition 7) 2 %

ITEM 6: **MAICO DIAGNOSTICS (www.maico-diagnostics.com)**

A. For Supplies. (See Special Condition 7) 0 %

B. For Equipment. (See Special Condition 7) 2 %

ITEM 7: **PHONAK (www.phonak.com)**

A. For Supplies. (See Special Condition 7) N/A %

B. For Equipment. (See Special Condition 7) N/A %

VENDOR NAME: TELE-ACOUSTICS INC.
CH/lr

School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

ITEM 8: **PHONIC EAR (www.phonicear.com)**

A. For **Supplies.** (See Special Condition 7) N/A %

B. For **Equipment.** (See Special Condition 7) N/A %

ITEM 9: **SONOVATION (www.avrsono.com)**

A. For **Supplies.** (See Special Condition 7) N/A %

B. For **Equipment.** (See Special Condition 7) N/A %

ITEM 10: **STARKEY LABORATORIES (www.starkey.com)**

A. For **Supplies.** (See Special Condition 7) N/A %

B. For **Equipment.** (See Special Condition 7) N/A %

ITEM 11: **WESTONE LABORATORIES (www.westone.com)**

A. For **Supplies.** (See Special Condition 7) N/A %

B. For **Equipment.** (See Special Condition 7) N/A %

ITEM 12: **ADDITIONAL MANUFACTURERS**

A. For **Supplies.** (See Special Condition 7) %

B. For **Equipment.** (See Special Condition 7) %

NAME: _____

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: TELE-ACOUSTICS INC.
CH/r

School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **MINIMUM ORDER:** \$ 25
If applicable in accordance with Special Condition 13. (dollar amount)

2. **INSTALLATION CHARGE** \$ 0

3. **PICKUP DISCOUNTED PRICE:** 0 %
Indicate **additional** percentage discount if SBBC picks up
Audiometric Equipment and Supplies (Catalog) at bidder's location
in accordance with Special Condition 9.

4. **COMPANY REPRESENTATIVE:**
(See Special Condition 11)

TELE-ACOUSTICS _____
Company Name

TIM DESHLER _____
Company Representative

5500 WINDOVER WAY _____
Street Address

TITUSVILLE, FLORIDA 32780 _____
City, State and Zip

(321) 267-1600 _____
Phone Number

(321) 269-1117 _____
Fax Number

800-226-3277 _____
Local/Toll-Free Phone Number

VENDOR NAME: TELE-ACOUSTICS INC.
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

ITEM 8: **PHONIC EAR (www.phonicear.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 9: **SONOVATION (www.avrsono.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 10: **STARKEY LABORATORIES (www.starkey.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 11: **WESTONE LABORATORIES (www.westone.com)**

A. For **Supplies.** (See Special Condition 7) 0 %

B. For **Equipment.** (See Special Condition 7) 0 %

ITEM 12: **ADDITIONAL MANUFACTURERS**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

NAME: _____

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: WESTONE LABORATORIES INC.
CH/lr

Board of Broward County, Florida
METRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **MINIMUM ORDER:** \$ 0
(dollar amount)
If applicable in accordance with Special Condition 13.
2. **INSTALLATION CHARGE** \$ N/A
3. **PICKUP DISCOUNTED PRICE:** N/A %
Indicate **additional** percentage discount if SBBC picks up
Audiometric Equipment and Supplies (Catalog) at bidder's
location in accordance with Special Condition 9.

4. **COMPANY REPRESENTATIVE:**
(See Special Condition 11)

WESTONE LABORATORIES INC

Company Name

HANK NEWBERTON

Company Representative

2235 EXECUTIVE CIRCLE

Street Address

COLORADO SPRINGS, CO 80906

City, State and Zip

800.525.9711

Phone Number

800.736.9576

Fax Number

141.540.9333

Local/Toll-Free Phone Number

VENDOR NAME: WESTONE LABORATORIES INC
CH/r



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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DR. FRANK TILL
Superintendent of Schools

DATE: October 27, 2004

TO: Prospective Bidders

FROM: Mr. Charles V. High, C.P.M., A.P.P., Purchasing Agent
754-321-0503

SUBJECT: **Instructions to Bidders**
Invitation to Bid 25-107B, Audiometric Equipment and Supplies (Catalog)

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Audiometric Equipment and Supplies (Catalog). 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.

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

- **SECTION 2, SUBMITTAL REQUIREMENTS**

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

- **COMPLETION OF BIDS**

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

- **PRICING CORRECTIONS**

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

- **DUE DATE**

Bids are due in the Supply Management and Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, 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 7, 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.):

December 9, 2004

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.

ITB NO.:

25-107B

RELEASE DATE :

October 27, 2004

PURCHASING AGENT:

Mr. Charles High
754-321-0503

BID TITLE:

AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

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: | Purchase Order Address: 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 type="checkbox"/> Descriptive Literature Special Condition ____ | <input type="checkbox"/> Licenses Special Condition ____ | <input checked="" type="checkbox"/> Catalog(s)/Price List(s) Special Condition 6 |
| <input type="checkbox"/> Manufacturer's 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.

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 **desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free**. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
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 **January 27, 2005 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 (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:**
- a) 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.
 - b) 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.

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.

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.

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. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on a term contract for new **AUDIOMETRIC SUPPLIES AND EQUIPMENT (CATALOG)** with a single, fixed percentage discount as specified herein. SBBC locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result.
2. **TERM:** The purpose of this bid is to establish a contract **beginning April 1, 2005 and continuing through March 31, 2007** for the purchase of Audiometric Supplies and Equipment (Catalog). Bids **will not** be accepted for a shorter period.
3. **AWARD:** Bid shall be awarded by **ITEM** to a responsive and responsible bidder offering the **GREATEST SINGLE FIXED PERCENTAGE DISCOUNT (A and B combined)** and meeting all specifications, terms and conditions of the bid. Bidder must offer a percentage discount for Items A and B in order to be considered for award. A "no bid" for either Items A or B will result in disqualification of bid item. A single fixed percentage discount must be stated for each item on the Bid Summary Sheet. Multiple discounts will result in disqualification of bid item.

After award of this bid, any bidder receiving an award who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not eligible to do business with this School Board for two years, as described in General Conditions 3, 23 and 24.
4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mr. Charles V. High, C.P.M., A.P.P., Supply Management and Logistics Department, 754-321-0503 or email at charles.high@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 **Mr. High** 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.
5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at a single, fixed percentage discount for the purchase of Audiometric Supplies and Equipment (Catalog). The term of the bid shall be for approximately two years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final extension 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. Single, fixed percentage discount quoted shall be firm for the term of the contract. The awardee(s) agrees to this condition by signing its bid.

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

6. **CATALOGS/PRICE LIST(S):** Bidder(s) shall furnish, with this bid or upon request, one copy of the manufacturer's current Audiometric Supplies and Equipment catalog(s)/price list(s) which will indicate all items bidder can furnish and the list prices to be used for each item. Any catalogs/price lists and bids submitted for other than Audiometric Supplies and Equipment (Catalog) will not be accepted. Failure to furnish catalogs and/or price lists as required, will result in disqualification of bid submitted. All awardees shall deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) at no cost to the School Board when notified to do so. A list of all SBBC locations will be supplied to all awardees with their letter of contract agreement. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the awardee to indicate the bid number, the start date of the contract, the expiration of the contract, and the awardee's single, fixed percentage discount offered on the front of the catalogs/price lists when it is delivered by the awardee to all SBBC locations.

If, during the contract period, the awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Supply Management and Logistics Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. Failure on the part of the awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.

7. **SINGLE, FIXED PERCENTAGE DISCOUNT QUOTED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single, fixed percentage discount for Audiometric Supplies and Equipment (Catalog) that will be used for the term of the contract. Single, fixed percentage offered shall remain firm throughout the term of the contract. Supplies and equipment for the purpose of this bid shall be defined as:

- A. **SUPPLIES:** Any catalog item whose **net price is under \$999.99 or under.**
B. **EQUIPMENT:** Any catalog item whose **net price is \$1,000.00 or over.**

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

The single, fixed percentage discount quoted by the bidder shall apply to the catalog list price of all catalog items. Items excluded from single, fixed percentage discount should be listed on a separate sheet of paper. These items will be excluded and should not be purchased. If more than one catalog is submitted by a bidder, the single, fixed percentage discount shall remain the same for all catalog items per catalog submitted. In the event a bidder handles catalog items that carry a little or no percentage, this fact shall be taken into consideration and percentages offered shall be a single, fixed percentage discount for each category (supplies and equipment) and catalog. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

8. **INTERNET BASED CATALOG:** SBBC is interested in learning if bidder is currently utilizing or is in the process of developing internet based catalog(s). Please answer the questions regarding internet based catalog(s) on the Bid Summary Sheet. This information, while useful to SBBC, will not be utilized for evaluation of bid submitted.
9. **DELIVERY/FREIGHT:** All bidders shall offer inside delivery and F.O.B. destination, freight prepaid and invoiced to various SBBC locations within Broward County, Florida. The term **F.O.B. destination, freight prepaid and invoiced** shall indicate the title passes from the supplier to the buyer at the destination point, freight charges are paid by the supplier and added to the invoice. The supplier pays the freight charge(s), owns the goods in transit and files claims for overcharges, loss and damages. The purchaser (SBBC) ultimately bears the freight cost(s). **Delivery or freight collect shall not be allowed.**

Various SBBC locations may at their option pick-up catalog items from awardee's place of business. Catalog items which are picked up shall be priced in accordance with the single, fixed percentage discount quoted in this bid or at a lower price in accordance with response to Question 3 on the Additional Information Sheet.

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

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

11. **COMPANY REPRESENTATIVE:** Bidder is requested to indicate in space provided on the Bid Requirements Sheet the name, address, and telephone number of the representative(s) who could make periodic scheduled visits to the schools, departments and centers and who will be available **upon request to resolve billing and delivery problems**.
12. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given.

SBBC is **NOT** obligated to place any order with any vendor participating in this bid. However, all SBBC locations will be urged to refer to catalogs and single, fixed percentage discount of participating vendors to fill their orders at the lowest prices.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

13. **MINIMUM ORDER:** If bidder wishes to set a minimum order amount, they shall do so by indicating the dollar amount in the space provided on Bid Summary Sheet. Failure to specify will be considered a no minimum dollar amount.
14. **WARRANTY:** Manufacturer's warranty shall be extended to SBBC for all catalog items.
15. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
16. **BILLING:** For Property and Inventory control purposes, invoices **MUST** include **PURCHASE ORDER** number and the **manufacturer, model number and serial number**, when applicable, of item(s) delivered. Invoices shall be submitted **in duplicate** to Accounts Payable Department of The School Board of Broward County, Florida, 7720 W. Oakland Park Boulevard, Suite 304, Sunrise, Florida 33351-6704. Invoices must show the entire "SHIP TO" location exactly as shown on the purchase order.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

Manufacturer

ITEM 1: **AUDIOSCAN (www.audioscan.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 2: **BIO-LOGIC SYSTEMS (www.blsc.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 3: **GRASON-STADLER (VIASYS Healthcare) (www.grason-stadler.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 4: **LIGHTSPEED TECHNOLOGY (www.lightspeed-tek.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 5: **MADSEN (www.madsen.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 6: **MAICO DIAGNOSTICS (www.maico-diagnostics.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

ITEM 7: **PHONAK (www.phonak.com)**

A. For **Supplies.** (See Special Condition 7) _____ %

B. For **Equipment.** (See Special Condition 7) _____ %

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

| | <u>Manufacturer</u> | <u>SINGLE FIXED PERCENTAGE DISCOUNT OFFERED</u> |
|------------------------|---|--|
| <u>ITEM 8:</u> | PHONIC EAR (www.phonicear.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 9:</u> | SONOVATION (www.avrsono.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 10:</u> | STARKEY LABORATORIES (www.starkey.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 11:</u> | WESTONE LABORATORIES (www.westone.com) | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |
| <u>ITEM 12:</u> | ADDITIONAL MANUFACTURERS | |
| A. | For Supplies. (See Special Condition 7) | _____ % |
| B. | For Equipment. (See Special Condition 7) | _____ % |

NAME: _____

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: _____
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

1. **MINIMUM ORDER:** \$ _____
If applicable in accordance with Special Condition 13. (dollar amount)

2. **INSTALLATION CHARGE** \$ _____

3. **PICKUP DISCOUNTED PRICE:** _____ %
Indicate **additional** percentage discount if SBBC picks up
Audiometric Equipment and Supplies (Catalog) at bidder's
location in accordance with Special Condition 9.

4. **COMPANY REPRESENTATIVE:**
(See Special Condition 11)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION

5. **INTERNET BASED CATALOG:**

If applicable in accordance with Special Condition 8.

- a. Does your firm currently have an internet based catalog system accessible to SBBC employees?

☐ YES ☐ NO

If YES, please answer questions b through d.
If NO, please answer question d.

- b. Would your internet based catalog system be accessible by SBBC employees ordering in relation to this Bid?

☐ YES ☐ NO

- c. If accessible by SBBC employees, what is the web site address?

http://www_____

- d. If your firm does not have an internet based catalog, do you plan to have one in the near future?

☐ YES ☐ NO

If YES, how soon? _____
Six months or less _____
Six - 12 months _____
Greater than 12 months _____

VENDOR NAME: _____
CH/lr

**SECTION 6, ATTACHMENT 1
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

FORM: #4530
3/93

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
AUDIOMETRIC EQUIPMENT AND SUPPLIES (CATALOG)

SECTION 6, 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: _____
CH/lr

SECTION 7, 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: _____