



Quotation # 540896-B

Please indicate above number with order.

This quote is valid for a period of 30 days.

Jessica Abrante

337 Northlake Blvd

Suite 1004

Altamonte Springs, FL 32701

Jessica.Abrante@avispl.com

Tel: (407) 786-5000

Fax: (407) 786-5033

To: Jeff Kasson

Company: City of North Port

Address: 4970 City Hall Blvd.
North Port, FL 34286-4100
USA

Date: 10/3/2017

Phone: 941-429-7211

Fax: 941-429-7139

Email: jkasson@cityofnorthport.com

Item Number	Item Description	Qty	Unit Price	Extended Price
*TECHFIELD	TECHNICIAN FIELD SERVICES-SIG SERVICE CONTRACTS	536	\$60.00	\$32,160.00
Palm Beach School 15C-1L				
			Total	\$32,160.00

Please note that any taxes on this quote are provided as an estimate only. Actual taxes due will be calculated at time of invoicing. Any sales tax exemption or resale certificates should be provided to us upon the acceptance of this quote.



PURCHASE POLICY

AVI-SPL takes pride in the fact that our web site has all the information you need to make an educated purchasing decision. We also understand that sometimes it is hard to know exactly what you need until you see it. Because of this, we offer the following programs to ensure your satisfaction.

E-Service - it's the additional customer service and user features we offer our customers. Our site, just like the web itself, is open 24/7. Even if it's 2 a.m., you can start processing a customer service request online (www.avispl.com). We'll respond to your request within the next business day. If a request is sent to us on Friday after 4:00pm EST we will contact you on Monday. You may choose to call us between 8 a.m. and 6 p.m. EST at 800-282-6733 Ext. 8250.

OUR HASSLE-FREE RETURN PROGRAM

Our thirty-day return program means you may return your purchase, excluding special orders and/or non-stock products, to us should you be dissatisfied with your purchase within thirty (30) days of receipt*** of the product. You must return the item(s) to us by 2nd day freight, insured for full value, with original packaging, documentation, blank warranty card, original UPC codes on the manufacturer boxes, all manuals and accessories.

If your projector has four (4) or more hours on the lamp and evidences excessive wear and tear, you will be refunded your purchase price less a low 15% restocking fee. The re-stock fee will also apply for stocking items that evidence excessive wear and tear. Freight charges, for delivery and return, and related insurance charges, will not be refunded or credited. All returned items are subject to the criteria stated below in the section "Condition of Returned Items." No return will be accepted and no refund made on any product thirty (30) days after receipt.

Special order products include but are not limited to: non-portable screens, custom cases, cables, ceiling mount kits and other non-stock items. Your Account Manager will advise you at the time of purchase if any item(s) in your order fall within this category. In case of defective product, warranties on plasma displays are offered and honored by the manufacturers. Most manufacturers offer standard one-year limited warranties for parts and labor only; exchanges and returns are not permitted by such warranties. Because this is a special order item that requires careful transport, we cannot accept returns of plasma display units to AVI-SPL. However, if a problem arises with your plasma display, or if the unit is defective, we will work on your behalf to coordinate a more expedient resolution of the matter with the manufacturer.

Accessories: Please note that all accessories are subject to a 15% restock fee. We are unable to accept returns on lamps that have been opened or used. Special order or customized items may not be returned.

DEFECTIVE* or D.O.A.** PROGRAM

In the case of a defective* or D.O.A.** product(s), no charges will apply. Our Customer Service team must be notified within 30 days of your invoice date if there are any problems with any item(s) upon receipt***. Defective* or D.O.A.** merchandise will be repaired and returned, or exchanged for the same make and model, or for a product of equal value as allowed by the product manufacturer's policies. There are a few manufacturer exceptions

to this policy: Sanyo offers a 10 day DOA** policy and Toshiba offers a 14 days of receipt*** DOA** products. Sony has a repair only policy.

Please note: non-new, remanufactured or refurbished B-stock or C-stock products are not eligible for exchange if they are Defective* or D.O.A.**. They are eligible for factory authorized repairs only. You may either contact our Customer Service team at 800-282-6733 Ext. 8250 or the manufacturer for repair options. Our policy for Defective* or D.O.A.** items on special ordered products will depend on the manufacturers' warranties.

* Defective means: Any product that fails to meet the factory specifications determined by the manufacturer.

** D.O.A. means: Dead On Arrival—Product will not power up.

*** Receipt is the date provided by the carrier as proof of delivery or the date of the signed delivery receipt for your product.

MANUFACTURER PIXEL POLICIES

Please know that our suppliers only provide us with their highest quality units available. On occasion a projector may have 1 (one) or more "Off" or "Out" pixels, also referred to as "Bad" pixels. It is industry standard to allow for a few "Bad" pixels on an LCD panel or DMD chip. The actual placement and number of "Bad" pixels allowed varies by manufacturer. The issue of "Bad" pixels does not qualify a projector for replacement as a "Defective" or "D.O.A." unit, but may be returned to the manufacturer for their evaluation; their decision is final in each of these cases. We apologize for any inconvenience the manufacturers' policies may cause.

EASY EXCHANGE PROGRAM

So you want to exchange your projector for another model? No problem. AVI-SPL also offers a (7) seven-day exchange program with no restocking fee.

You may trade-up to a more expensive projector model and pay only the difference between the two selling prices on the two products within seven (7) days of receipt of the original product. You are also required to pay the freight and insurance for full value for the return of the first projector and shipping for the second unit. Exchanged projectors require RMA numbers and shipment by 2nd day freight, insured. All sales are final on upgraded purchases. All returned items are subject to the criteria stated below in the section "Condition of Returned Items." For all returns, contact AVI-SPL's Customer Service team at 800-282-6733 Ext. 8250 before the seventh (7th) day to request an RMA (Returned Merchandise Authorization), or please complete the online RMA request form at <http://www.avispl.com/service-support/rma.asp>

CONDITION OF RETURNED ITEMS

All returned items must be in new and resalable condition and meet the following criteria:

- **DO NOT WRITE ON THE BOX.** If the box is written on, the returned products will be refused. DO NOT black out or deface manufacturer bar codes and/or labels such as serial numbers; the cost of a replacement box will automatically deduct from your credit.

- If the lamp has four (4) or more hours, or if the product is returned damaged, missing items, or exhibits excessive wear and tear, a 15% restocking fee will apply regardless of other return or exchange terms.
- Clearly place the RMA number on a label and attach it to the outside of the box OR include the RMA number in the "Ship To" address line.
- The RMA number will be open for **7 business days** from date when issued to you. After that time the RMA number will automatically CLOSE and you will lose the option to return or exchange the products.
- Product must be in the original shipping carton with all original packing material.
- Include all manuals, warranty/guarantee information and accessories in their original wrapping/packing material. The actual replacement cost for missing items will be deducted from your refund/credit.
- Customer pays shipping costs and must insure the package for the purchased value. Acceptable shipping carriers are **UPS, FedEx, DHL, or Airborne**. Please do not send return merchandise via U.S. Mail or any other method; it will be refused. Products returned by U.S. Mail will not be credited or exchanged.

INTERNATIONAL AND WHOLESALE/RESELLERS (US OR INTERNATIONAL)

All sales are final, no returns or credits. AVI-SPL may approve an upgrade within seven (7) days to an item of greater value. If approved, purchaser must receive an RMA # from AVI-SPL Customer Service Team. Purchaser is responsible for all shipping charges and/or duties incurred.

FOR ITEMS DAMAGED DURING TRANSPORT

AVI-SPL endeavors to use reliable and reputable carriers, but occasionally shipping damage does occur. Resolving the problem of transit damage or loss depends on the cooperation of all parties. All shipping damage claims must be made against the common carrier; therefore, it is imperative that you follow these guidelines:

- 1.) Inspect all shipments upon arrival. If damage or loss is apparent upon delivery, do not accept the shipment until you make a notation of the damage on all copies of the carrier's pro bill and have the driver sign all copies to acknowledge the notation. Do not sign a clear receipt for damaged or missing cartons or there will be no basis for a claim. Ask the carrier to make a detailed inspection of the damage. File a claim with the carrier. Cooperate and follow up as necessary to secure final settlement.
- 2.) Even if damages are acknowledged in writing by the driver, you must request an inspection by the carrier and retain the merchandise, carton, and package materials at the address to which shipment was made until the carrier authorizes movement. The carrier must provide you with an inspection report. In case of concealed damage, inspection must be requested within 5 days of receipt of shipment.
- 3.) Immediately advise AVI-SPL of all damages or problems. DO NOT RETURN MERCHANDISE TO AVI-SPL. File your claim with the carrier, enclosing copies of the bill of lading (signed by the driver) and inspection report as support. Keep all packing materials and boxes with the damaged product. Do not throw anything away. Although AVI-SPL will provide any assistance possible, we cannot be responsible for the actual filing of claims on the carrier or accept liability for non-collectable freight claims.

WARRANTY

"New in Box" merchandise includes the manufacturer's standard warranty excluding consumable items such as lamps. Manufacturers may include an extended warranty service beyond

their standard warranty period on certain items. Manufacturers provide a one (1) year warranty or less (unless specified otherwise on your invoice or packing slip) on non-new, remanufactured or refurbished, B- or C-graded stock items that covers repair only. Non-new, remanufactured or refurbished, B- or C-graded products do not qualify for D.O.A. exchange. These products will be repaired and returned to purchaser.

Please confirm warranty coverage at the time of your purchase. AVI-SPL disclaims all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. AVI-SPL offers no warranties that extend beyond the description on the face hereof.

REFUNDS

Established Account: A full refund will not be issued if purchaser's account has an open balance. A credit memo will be issued, and credit will be applied first to the invoice on which the products were purchased, then to any other open invoices on the account, beginning with the oldest invoice. Any credit balance remaining will be refunded as outlined below.

Credit Card: All refunds for purchases made by credit card will be issued as a credit to that same account within a reasonable period of time after inspection of returned products.

Check: All refunds for purchases paid by check, whether prepaid, C.O.D., or open terms (Net 10 or Net 30), will be paid by refund check within a reasonable amount of time, after inspection of returned products.

NON SUFFICIENT FUNDS AND OVERDUE ACCOUNTS

A \$25 returned check fee will be charged for any checks returned NSF. Future shipments must be pre-paid by cashier's check. All collection costs, including attorney's fees and court costs will be charged to the purchaser in the event that it is necessary to take legal action to collect. No further orders will be shipped until restitution has been made.

LAW AND VENUE

The laws of the state of Florida shall govern AVI-SPL sales invoices. Venue for any legal action relating to such sales invoices shall be Hillsborough County, Florida.

ENFORCEMENT

Failure by AVI-SPL to enforce any Purchase Policies does not constitute a waiver of any portion of our Purchase Policies.

LIMITATION OF LIABILITY

AVI-SPL shall not be liable under any circumstances for any consequential, incidental, special or exemplary damages arising out of or in any connection with this agreement or the products, including but not limited to lost profits, lost data, or any claim based on indemnity or contribution, or the failure of any limited or exclusive remedy to achieve its essential purpose or otherwise. Purchaser's exclusive remedy, as against AVI-SPL shall be the repair or replacement of defective parts. If AVI-SPL lists a product on its web site at a price in error, or that is no longer available for any reason, AVI-SPL reserves the right to cancel the sale without incurring any liability.

School District of Palm Beach County FL



Solicitation No.

15C-1L

Audio Visual Equipment, Supplies and Services

RESPONSES ARE DUE PRIOR TO:

November 12, 2014

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.Demandstar.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.
http://www.palmbeachschools.org/purchasing/documents/Equity_Coordinators.pdf

INSTRUCTIONS TO BIDDERS

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:**
 - a. The bidder certifies that they are 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 provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
 - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
4. **BIDS:** Bids will be received electronically through a secure mailbox at Demandstar.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches Demandstar on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.

9. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

10. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

11. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid 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.

12. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a

Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

13. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

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 to provide any goods or services to a public entity, may not submit a bid to 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, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

14. **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 District.
15. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at Demandstar.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

16. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
17. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
18. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
19. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
20. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

21. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
22. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

23. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

GENERAL CONDITIONS FOR BIDS

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any 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(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.
3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeachschools.org/mwbe/>.

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of

Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Contractor shall, in addition to any other obligation to indemnify the School Board and to the fullest extent permitted by law, protect, defend, indemnify, and hold harmless the School Board, its agents, officers, elected officials, and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual:
 - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
 - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
 - C. liens, claims or actions made by the Contractor or any subcontractor or other party performing the work; or
 - D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor of any subcontractor under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar. Such indemnification shall cease at such time the contract would not be renewed.

The School Board shall defend, indemnify, and hold harmless _____ and its officers, agents, and employees from any and all claims, damages, suits, attorneys' fees, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever that arise out of any acts or omissions in the School Board's performance of this Agreement.

Contractor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.

- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

- 11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (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, it is understood that a minimum of 30 days will be required for payment, and 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.
- 13. **CONDITIONS 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 the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
- 15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
- 16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**

- A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. 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 Purchasing Department, School District of Palm Beach County.
- B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
- C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at Demandstar.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither Demandstar nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

15C-1L - SPECIAL CONDITIONS

- A. SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for **Audio Visual Equipment, Supplies and Services** as specified herein.

All products offered under this Invitation to Bid shall be new and unused and in current production. Remanufactured or refurbished products are not a part of this offering.

Items to be offered, but not limited to: Cables, CD Players, Headphones/Headsets, Listening Centers, Microphones, Mounting Hardware, Multi-Media Projectors, Poster Makers, Projection Screens, Sound Equipment, Video Conference and Video Players/Recorders.

Bidders are not required to bid on each item, or each section, but only those items from which they wish to supply to the District.

To maintain consistent standards within the District, the District will continue to order brand names as specified in Sections I and II. If a bidder wishes to have a piece of equipment placed on the list for future bidding, it will be necessary for bidder(s) to furnish to the Purchasing Department a sample of the item for testing purposes. If such item performs satisfactorily, a recommendation will be made to include this item on future list of approved equipment.

- B. DELIVERY / FREIGHT:** Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery.

Heavy / bulky deliveries shall require a truck with a lift-gate and the manpower to deliver the items into the building. District personnel will not participate in the removal of items from a vehicle or transport it inside the building. Carriers must be able to unload and transport all items into the building. Deliveries for heavy/bulky items may be refused if the carrier does not provide appropriate manpower to unload. Any redelivery must occur within twenty-four (24) hours at no additional cost to the District.

If item(s) cannot be delivered within 30 calendar days, the District reserves the right to order these items from the next lowest bidder if in the best interest of the District.

Freight/shipping charges will be paid by the awarded bidder(s).

- C. DEMANDSTAR:**

1. All offers must be submitted electronically to Demandstar.com.
2. DemandStar requires that all documents be downloaded, completed, saved and re-uploaded to submit your offer. DemandStar does not support online document completion.
3. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
4. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your offer to DemandStar.
5. The District will only consider offers that have been uploaded and submitted prior to the bid closing date and time. Allow sufficient time to complete your offer.
6. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must Submit your Response.

After clicking "Submit Response" the following process will begin:

- DemandStar will verify that your response is complete as entered.

- You will see a confirmation page with your confirmation number and date/time stamp of your upload.
- You will receive a confirmation e-mail indicating a successful response submittal.

If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712 or email demandstar@onvia.com

For additional information please go to:

<http://www.palmbeachschools.org/purchasing/bids/purch/vendor/ebidding.pdf>

7. Hard copy bids will not be accepted.
8. Be advised that DemandStar has a limit of 30MB per document upload and a 100MB maximum per vendor response.

If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT: The School District is requesting this affidavit to include a list of every “person” (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.**

E. FLORIDA PREFERENCE: Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and submit the attached Proposers Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

F. M/WBE PREFERENCE: Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from a State of Florida or District certified Minority/Women Business Enterprise (M/WBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified M/WBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the M/WBE are to be certified either by the State of Florida or the School District of Palm Beach County. The District does not recognize any other certifications. Graduation (as described in Board Policy 6.143) from the District M/WBE Certification Program shall void certification by the State of Florida, if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph K, M/WBE GOAL for complete detail.** For District certification go to <http://www.palmbeachschools.org/MWBE> website and complete the M/WBE certification application.

G. AWARD:

Section I: Contract will be awarded to the lowest bid from a responsive, responsible bidder after adjustments have been made for all preferences that may be applicable, subject to the terms and conditions contained herein. Items in groups as marked, will be awarded by group. (A group is defined as an item with several parts labeled a, b, c with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

Section II: Contract will be awarded to the lowest bid, **by line item**, from a responsive, responsible bidder after adjustments have been made for all preferences that may be applicable.

Section III: Contract will be awarded **by line item**, from a responsive, responsible bidder offering the highest fixed percentage discount off each MSRP after adjustments have been made for all preferences that may be applicable.

For all sections, the Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the first lowest responsible and responsive bidder being considered for award cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next lowest responsible and responsive bidder until an agreement is reached to meet the needs of the District.

Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

H. TERM OF CONTRACT: The term of this contract shall be for three years from date of award and may, by mutual agreement between the School District and the awardee, be renewable for two additional one-year periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract may be extended ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract, however, nothing prohibits the District from accepting lower pricing during the term of this contract.

I. REFERENCES: Complete the Reference Document and include at least five (5) references. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

J. PLACING AN OFFER: All offers must be submitted electronically to Demandstar.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted. Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by DemandStar to all who are known by the Purchasing Department to have received a complete set of proposal documents.

K. M/WBE GOAL: The Goal Setting Committee has established a 5% bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman Owned Business Enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Listings of District Certified Minority and Women Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/mwbe/>.

Industry Specific Classifications:

To ensure compliance with program guidelines and intent, proposers/subcontractors presenting State of Florida certification will receive MWBE bid preference ONLY if their specific MWBE classification is consistent with, and meets the standards identified in the Industry Specific Classifications and thresholds contained in School Board Policy 6.143 and the Office of Diversity in Business Practices' Procedures Manual.

The industry specific classification for this solicitation is:

- General Procurement- Woman owned, Hispanic, Asian, Native American, African American

Revenue/ Sales Size Standards for Industry Specific Classifications:

Any firm that has exceeded gross sales or revenues (averaged over the last three (3) years) greater than the amounts below shall not be considered eligible to participate in the School District's M/WBE program.

- \$3,000,000 (Three Million dollars) for General Procurement

To verify eligibility: Bidders shall include in their bid response notarized copies of the front page of their or their subcontractor's tax return for the previous three years. **Failure to do so will result in denial of M/WBE bid preference for utilization of State of Florida certified M/WBE bidders/subcontractors.**

L. SMALL BUSINESS ENTERPRISE: Firms certified as a Small Business Enterprise with Palm Beach County (PBC) or the City of West Palm Beach (WPB) may apply for certification with the School District following the interlocal Agreement procedures below:

- Complete the online School District SBE application which can be found at www.palmbeachschools.org/mwbe
- Complete the SBE affidavit
- Pay the \$150 processing fee online (www.palmbeachschools.org/mwbe)
- Provide a copy of SBE certificate from PBC or the City of WPB
- Provide the Interlocal Certification Cover Sheet from either PBC or City of WPB

M. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining Information and Records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.

N. PUBLIC RECORDS LAW:

The Contractor will be required by contract to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- 2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Public Records Exemption:

- 1) For purposes of this paragraph, “competitive solicitation” means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

O. INSURANCE REQUIREMENTS: Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded vendors shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded vendors shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the project.

4. **WAIVER OF SUBROGATION:** In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Performer's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

- P. PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at anne.berry@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org. That's it. Instead of waiting a few days for us to receive your invoice, we can start processing it as soon as we receive it.

ELECTRONIC INVOICE SUBMISSION GUIDELINES

- a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.
- b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701

Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice. The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

Q. INCORRECT PRICING/INVOICES: Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

R. CHANGE ORDERS: Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

S. DISTRICT PURCHASING CARD: The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

T. ORGANIZATION PROFILE: Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement and a succinct history of the company. In addition the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

U. COMPANY FINANCIALS: Vendors should demonstrate the financial stability of their company and any applicable partner(s). If the vendor is a publicly traded company, they should provide their latest annual report. If the vendor is privately held, they should provide a history of their company and discuss specific financial indicators that exhibit financial stability and earnings growth.

V. QUALIFICATIONS: The bidder shall have maintained continual work experience in the purchase, delivery and services of audio visual equipment and supplies for a period of three years prior to the bid date. Bidder must submit written documentation with the bid, substantiating experience requirement. Any of the following documentation will be acceptable:

1. Copies of state or county licenses showing date business was opened.
2. Copy of incorporation papers showing date of opening.
3. A notarized statement affirming the opening date of the business.
4. A notarized statement affirming previous years of experience of the principals of the firm.

The bidder shall have a place of business for contact by District personnel during normal working days.

W. AUTHORIZED MANUFACTURER'S REPRESENTATIVE:

For all sections: Bidders shall submit electronically, along with their bid, a letter of authorization from each manufacturer, on manufacturer's letterhead, that they are authorized to sell the products on which bids are being submitted. Failure to do so will result in rejection as non-responsive.

Letters may be subject to independent verification prior to recommendation of award for any vendor.

X. FIRM PRICING: Prices submitted on the Bid Summary Document, Sections I and II shall remain firm for the duration of the contract, however nothing prohibits the District from accepting lower pricing or additional discounts if offered by the awardee during the term of the contract.

Y. FIXED PERCENTAGE DISCOUNT: Bidder shall indicate in spaces provided in the Bid Summary Document, Section III, their single fixed percentage discount to be deducted from the Manufacturer's list prices. Bidders must bid a single fixed percentage discount, ex. 12% is acceptable, 11.075% is not. The District will accept a discount of zero (0%), however this is not preferred.

Z. MODEL UPDATES: During the contract period, if the awarded model is discontinued by the manufacturer, the awarded vendor must advise the Purchasing Department in writing of the non-availability of the contract item and submit complete descriptive literature for the new updated model for evaluation and approval. The new model must be the same make as the awarded contract item and must be offered at the contract price or less.

AA. DISCONTINUED PRODUCTS: If, during the contract period, products are discontinued, the successful bidder of such items will send the School District Purchasing Department written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

BB. NEW / UPGRADED PRODUCTS: During the contract period, if new and/or upgraded products are made available by the product manufacturer, the successful bidder of such items shall submit a written request for acceptance of such items, along with a price list. A reasonable price must be submitted for each item requested. In the event that any item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

CC. SALES PROMOTION / PRICE REDUCTION: It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional education discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

DD. PRICE REDUCTIONS: If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District.

EE. QUANTITY DISCOUNTS: Bidder is urged to offer additional discounts for one-time delivery of large, single orders of any assortment of items on a separate sheet. Such discounts will not be considered in evaluation of bid. The District reserves the right to solicit bids from respondents for large projects of any single item or items. Refer to Additional Information Document.

FF. WARRANTY: Items bid by the successful vendor in accordance with the specifications herein shall be guaranteed to be free from defects in workmanship and/or materials for a period of one year. The successful vendor further agrees to repair and/or replace any and all items that may become defective during the warranty period at no additional cost to the School District. This includes cost of freight pickup and delivery.

GG. POST WARRANTY REPAIRS: If, after warranty expiration, any item no longer becomes operational, the awarded vendor shall be responsible for the coordination with the District and Manufacturer for repairs.

There will be no charge for a diagnostic evaluation per manufacturer's specification or estimate of repair.

No repairs are to be performed unless an approved purchase order has been issued.

If the District determines repair will not be done, part(s) will be returned to the District at no charge.

HH. BIDDER RESPONSIBILITIES FOR INSTALLATION AND REPAIR OF EQUIPMENT:

Installation and repair is to be performed and supervised by personnel employed by awarded vendor(s). If any third party personnel (not directly employed by the vendor's firm) will be utilized,

responders submitting a bid must complete Installation Services Information and/or Repair Services Information document(s) in this bid

The successful bidder(s) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all installation and/or repair.

The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.

Awarded bidder(s) shall be responsible for off-loading, setup, and assembly. The successful bidder(s) shall also be responsible for the removal and dunnage of all cartons, packaging or trash as a result of setup/assembly/repair of purchased items. Upon completion of the installation/repair, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition. Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

Awarded bidder(s) shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the site.

Awarded Bidder(s) shall correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.

Awarded bidder(s) shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the vendor(s) behalf.

Personnel shall conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language on school property is strictly prohibited.

The use of any controlled substance including alcohol on District property is strictly prohibited. If bidder suspects an employee is under the influence while on District property, it is the bidder's responsibility to transport the employee off District property immediately. Smoking on school property is strictly prohibited.

Individuals engaged in any activities encompassed by this term bid are strictly forbidden from any form of interaction with students. Violation of this provision shall result in removal of the individual(s) involved from the school site, the project, and further, Bidder may be prohibited from employing the individual in any future work with the District performed under this term bid.

Personnel shall be in a company uniform shirt during the performance of installation/repair duties and MUST visibly display School District issued badge at all times.

All personnel shall sign in while on campus prior to commencing any work and shall sign out prior to leaving campus unless prior written exception has been obtained.

Contractor shall provide to the Facilities Management Coordinator certification that all personnel on site comply with Level 2 FDLE and FBI screening, with the report of the results transmitted immediately to the School District's Police Department, which shall be the sole determiner of clearance. All contractor and subcontractors personnel must have a badge. The contractor's name and a traceable number must be visible. No contact between students or school staff is allowed with any contractor, subcontractor or supplier. If contacted by school personnel or staff, refer them to the district Facilities Management Coordinator for this project.

II. SUB-CONTRACTING: If a bidder intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid. Refer to Installation Services Information Document and Repair Services Information. Document No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the Instructions to Bidders document of this bid. Refer to Installation

Services Information. Sub-contractor, as a third party representative, is required to adhere to same standards, rules and regulations of this bid as outlined herein.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

NOTE: If, during the contract period, there are any changes (additions or deletions) to the listing of sub-contractor(s) as stated in the Installation Services Information Document and/or Repair Services Information Document submitted with this bid, awarded bidder(s) must notify the Purchasing Department in writing and submit a revised Installation Services Information.

JJ. AREA REPRESENTATIVE: Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

KK. ESTIMATED DOLLAR VALUE: No guarantee of the dollar amount of this bid is implied or given.

LL. VARIANCES: State any variances to the bid specifications on the attached Variance Document. If none are indicated, however slight, it will be assumed materials and/or services bid are identical to those specified.

MM. BALANCE OF LINE: The "balance of line" shall include products and services that are not requested in this Invitation to Bid, but are within the scope of products and services available from the awardee(s). The School District reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendors as they occur. **Quotes for Balance-of-line offerings shall be requested from those vendors awarded on this bid and shall be returned within 72 hours of request. If pricing or products offered do not meet the District's requirements, the District reserves the right to purchase the items on the open market. Refer to "Additional Information Document".**

NN. FAILURE TO DELIVER: Failure to deliver as specified and at bid price will authorize the School District to purchase these items on the open market. On all such purchases, the vendor failing to meet the bid requirements will be charged the additional cost. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three (3) years.

OO. BID QUESTIONS: Any questions concerning conditions and specifications must be submitted by email to Anne Berry at anne.berry@palmbeachschools.org no later than 5:00 p.m. EST, on October 31, 2014. Questions received in writing by the time and date specified will be answered in writing and posted on DemandStar. Anne Berry is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither (Buyer name) nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

PP. POSTING OF BID RECOMMENDATION / TABULATIONS: Bid recommendations and tabulations will be posted electronically with DemandStar and at the Fulton Holland Educational Services Center Purchasing Department, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, for review by interested parties, on November 17, 2014, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. 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 in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

QQ. BID PREPARATION CHECKLIST: The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked "required" must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Bid Summary Document	N/A
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Debarment Certification	N/A
	Yes	Minority Certification Information	N/A
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Early Payment Terms	Paragraph P
	Yes	Reference Document	Paragraph I
	Yes	Organizational Profile	Paragraph T
	Yes	Company Financials	Paragraph U
	Yes	Certificates/License	Paragraph V
	Yes – See Additional Information	Repair Services Information	Paragraph EE
	Yes – See Additional Information	Installation Services Information	Paragraph EE
	Yes	Area Representative	Paragraph GG
	Yes	Variance Document	Paragraph II
	Yes	Manufacturer's Authorization Letter	Paragraph W

INVITATION TO BID NO.: 15C-1L – TERM CONTRACT FOR AUDIO VISUAL EQUIPMENT, SUPPLIES
AND SERVICES

DATE: November 18, 2014
 DATE SOLICITED: October 22, 2014
 PRESENTED TO BOARD: December 17, 2014

DATE OPENED: November 12, 2014
 DATE POSTED: November 18, 2014

CONTRACT PERIOD: December 18, 2014 through December 17, 2017
 DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various
 FUNDING SOURCE: Various Schools and Departments
 REQUESTING DEPARTMENT: Various Schools and Departments

FINANCIAL IMPACT

The annual financial impact to the General budget is not to exceed \$1,425,000. The source of funds is the various schools and departments budgets.

Items to be purchased include but not limited to: cables, cd players, headphones/headsets, listening centers, microphones, mounting hardware, multi-media projectors, poster makers, projection screens, sound equipment, video conference and video players/recorders.

AWARD RECOMMENDATION / TABULATION

(SEE ATTACHED BID SUMMARIES)

<u>VENDOR</u>	<u>MINORITY STATUS</u>
<u>Audible Source, Inc.</u>	---
<u>Audio Enhancement Inc.</u>	---
<u>Audio Visual Innovations, Inc.</u>	---
<u>Camcor, Inc.</u>	---
<u>eInstruction by Turning Technologies</u>	---
<u>Integrated TelCom Incorporated</u>	---
<u>Mediatech, Inc.</u>	---
<u>Pro Sound, Inc.</u>	---
<u>(Pyramid School Products)</u>	---
<u>Rauland-Borg Corporation of Florida</u>	---
<u>Rebekah's Dreams Entertainment & Production Services</u>	---
<u>Smiley's Audio-Visual, Inc.</u>	---
<u>Troxell Communications, Inc.</u>	---
<u>Universal Cabling Systems, Inc.</u>	---
<u>Visionworx LLC dba CCS Presentation Systems</u>	---

LEGEND:

_____ = Award
 () = Reject

EXCEPTIONS:

Section III, Manufacturer's Discount:

Pyramid School Products: Rejected. Bidder did not submit documentation as per Special Condition, Paragraphs "T", "U" and "V".

Pro Sound, Inc., Items 7, 12, 20 – 22. Rejected. Bidder did not submit Manufacturer's Authorization Letter documentation as per Special Conditions, Paragraph W.

TIE BIDS

Section III, Manufacturer's Discount:

Line Items 32 and 47.

According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both or all vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both or all vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss. In the event there is a 3-way tie, vendor's company name will be chosen in a drawing.

RECOMMENDATION:

Sections I and II - It is recommended that the award be made to the lowest bid from the responsive and responsible bidder, as indicated above, and authorize the use of the next lowest bidder meeting the same conditions in the event the original awardee cannot fulfill their contract.

RECOMMENDATION:

Section III - It is recommended that the award be made to the responsive and responsible bidder offering the highest discount, as indicated above, and authorize the use of the next highest bidder meeting the same conditions in the event the original awardee cannot fulfill their contract.

Note: Original Bid document is available upon request.

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

SS:GM:AB

15C-1L
BID SUMMARIES - SECTION I

GROUP	ITEM NO.	MANUFACTURER/PART NUMBER	DESCRIPTION	UOM	Audio Visual Innovations, Inc.	Camcor, Inc.	eInstruction by Turning Technologies	Pro Sound Inc.	Smiley's Audio- Visual, Inc.	Troxell Communications, Inc.	Visionworx LLC dba CCS Presentation Systems
Group 1	a.	Peerless CMJ455	Suspended Ceiling Plate	each	\$52.35	\$53.18	----	\$52.10	\$54.50	\$48.08	\$59.00
	b.	Peerless PJF2UNV	Projector Mount Kit (Universal Mount)	each	\$79.81	\$78.59	----	\$88.80	\$77.00	\$71.13	\$84.00
	TOTAL GROUP 1 (items a. & b.)				\$132.16	\$131.77	----	\$140.90	\$131.50	\$119.21	\$143.00
Group 2	a.	eInstruction by Turning Technologies CB-A-84-00526-02-R	Mobi View	each	----	----	\$254.15	----	----	----	----
	b.	eInstruction by Turning Technologies RF-A-11-00784-01-R	Mobi Transceiver (RF Hub)	each	----	----	\$42.50	----	----	----	----
	c.	eInstruction by Turning Technologies IW-A-11-00827-01-R	Mobi/Dualboard Replacement Pen	each	----	----	\$33.15	----	----	----	----
	d.	eInstruction by Turning Technologies RF-A-REC050-0001	Pulse/Spark 360™ Receiver	each	----	----	\$212.50	----	----	----	----
	e.	eInstruction by Turning Technologies IN-X-LIC0S0-TEACHER	I360 Standard License, Initial - Teacher	each	----	----	\$254.15	----	----	----	----
	f.	eInstruction by Turning Technologies NXTC-32	32 seat NXT Solution	each	----	----	\$1,545.00	----	----	----	----
	g.	eInstruction by Turning Technologies IN-X-L2V0M0-CLASS	I360 Premium With Web Access, Initial - Class	each	----	----	\$849.15	----	----	----	----
	h.	Turning Technologies NXT	ResponseCard NXT	each	----	----	\$46.75	----	----	----	----
	i.	eInstruction by Turning Technologies NXTC-24	24 seat NXT Solution	each	----	----	\$1,146.00	----	----	----	----
	j.	Turning Technologies XRC-R04	RF HID Receiver 04 (No Storage)	each	----	----	\$169.15	----	----	----	----
	k.	eInstruction by Turning Technologies RF-N-SYS030-0024	24 Pad CPS Pulse System	each	----	----	\$1,301.50	----	----	----	----
	l.	eInstruction by Turning Technologies RF-N-SYS030-0032	32 Pad CPS Pulse System	each	----	----	\$1,651.50	----	----	----	----
	m.	eInstruction by Turning Technologies CB-A-84-00489-03-R	Mobi Learner	each	----	----	\$126.65	----	----	----	----
	n.	eInstruction by Turning Technologies RF-N-PAD930-0001	Individual Pulse Pad (k12)	each	----	----	\$59.50	----	----	----	----
	o.	eInstruction by Turning Technologies	WorkSpace Software License	each	----	----	\$84.15	----	----	----	----
	TOTAL GROUP 2: (items a. - o.)				----	----	\$7,775.80	----	----	----	----

LEGEND:

_____ = Award

15C-1L BID SUMMARIES - SECTION II														
CATEGORY	ITEM NO.	MANUFACTURER/PART NUMBER	DESCRIPTION	UOM	Audio Enhancement Inc.	Audio Visual Innovations, Inc.	Camcor, Inc.	Mediatech, Inc.	Pro Sound, Inc.	Pyramid School Products	Rauland Borg Corp. of Florida	Smiley's Audio-Visual, Inc.	Troxell Communications, Inc.	Visionworx LLC dba CCS Presentation Systems
Document Cameras	1	AVerVision F50	Document Camera	each	---	\$658.81	<u>\$350.00</u>	---	---	---	---	\$549.00	\$551.55	\$579.00
	2	AverVision PL50	Document Camera	each	---	\$882.34	<u>\$655.96</u>	---	---	---	---	\$784.00	\$792.21	\$788.90
Headphones	3	Hamilton Buhl HA-66M	Deluxe Multimedia Headset with Mic	each	---	\$12.68	\$13.95	---	\$12.65	---	---	<u>\$11.35</u>	\$18.72	---
	4	Hamilton SC7V	Headphones with Volume Control	each	---	\$8.32	\$9.87	---	\$8.35	---	---	<u>\$7.90</u>	\$14.68	---
Projectors	5	Epson PowerLite 935W	WXGA 3LCD Projector	each	---	\$969.00	\$1,095.76	---	---	---	---	\$1,071.00	---	<u>\$880.00</u>
	6	Epson PowerLite 955W	WXGA 3LCD Projector	each	---	\$626.00	\$822.58	---	---	---	---	\$819.00	---	<u>\$538.00</u>
	7	Epson PowerLite 4750W	WXGA 3LCD Projector	each	---	\$1,563.16	\$1,773.46	---	---	---	---	\$1,733.00	---	<u>\$1,354.00</u>
	8	Epson Brightlink 585Wi	Interactive 3LCD Projector	each	---	\$1,498.95	\$1,950.71	---	---	---	---	\$1,906.00	---	<u>\$1,360.00</u>
	9	Epson Brightlink 595Wi	Interactive 3LCD Projector	each	---	\$1,689.47	\$2,126.91	---	---	---	---	\$2,079.00	---	<u>\$1,519.00</u>
Projector Pens	10	Epson V12H522001	EPSON Interactive Pen A for BrightLink 475Wi/480i/485Wi Series Projectors - Orange	each	---	<u>\$34.78</u>	\$44.67	---	---	---	---	---	---	\$35.00
	11	Epson V12H523001	EPSON Interactive Pen B for BrightLink 475Wi/480i/485Wi Series Projectors - Blue	each	---	<u>\$34.78</u>	\$44.67	---	---	---	---	---	---	\$35.00
	12	Epson V12H524001	EPSON Replacement Pen Tips for BrightLink 470i/480i Series Interactive Pens	each	---	<u>\$7.20</u>	\$14.88	---	---	---	---	---	---	\$9.00
	13	Epson V12H442001	EPSON Interactive Pen for Solo	each	---	\$53.00	\$61.35	---	---	---	---	---	---	<u>\$50.00</u>

LEGEND:

_____ = Award

() = Reject

* Florida Preference per Special Conditions, Paragraph "E"

CATEGORY	ITEM NO.	MANUFACTURER/PART NUMBER	DESCRIPTION	UOM	Audio Enhancement Inc.	Audio Visual Innovations, Inc.	Camcor, Inc.	Mediatech, Inc.	Pro Sound, Inc.	Pyramid School Products	Rauland Borg Corp. of Florida	Smiley's Audio-Visual, Inc.	Troxell Communications, Inc.	Visionworx LLC dba CCS Presentation Systems
Projector Remotes	14	Epson 1280799	Epson Remote Control for PowerLite 821p	each	---	<u>\$7.13</u>	---	---	---	---	---	---	---	\$18.00
	15	Epson 1456641	Epson Remote Control for PowerLite 83 & 822	each	---	<u>\$28.26</u>	\$35.37	---	---	---	---	---	---	\$38.00
	16	Epson 1470167	Epson Remote Control for Powerlite 6110i	each	---	<u>\$28.26</u>	---	---	---	---	---	---	---	\$38.00
	17	Epson 1485872	Epson Remote Control for Powerlite 4200W	each	---	\$42.39	\$48.52	---	---	---	---	---	---	<u>\$38.00</u>
	18	Epson 1519442	Epson Remote Control for Powerlite 84, 85, 915W & 935W	each	---	<u>\$2.65</u>	\$35.37	---	---	---	---	---	---	\$19.00
	19	Epson 1541653	Epson Remote Control for Powerlite D6155W	each	---	<u>\$2.50</u>	---	---	---	---	---	---	---	\$19.00
	20	Epson 1547200	Epson Remote Control for PowerLite 485wi	each	---	\$28.26	\$35.38	---	---	---	---	---	---	<u>\$19.00</u>
	21	Epson 158279900	Epson Remote Control for Powerlite 4750W	each	---	<u>\$14.25</u>	---	---	---	---	---	---	---	\$19.00
	22	Epson 1599176	Epson Remote Control for Powerlite 955W	each	---	<u>\$2.65</u>	---	---	---	---	---	---	---	\$19.00
	23	Epson 1613717	Epson Remote Control for Powerlite 585wi & 595wi	each	---	<u>\$2.75</u>	---	---	---	---	---	---	---	\$19.00
Screens	24	Da-Lite 40194	Model B Manual Projection Screen (60" x 80")	each	\$155.00	<u>\$97.65</u>	\$106.98	\$121.44	\$115.50	(\$107.99)	\$117.90	\$106.00	\$109.68	\$119.00
	25	Da-Lite 74653	Model B Manual Projection Screen (6' x 8')	each	\$175.00	<u>\$111.76</u>	\$119.91	\$139.04	\$128.25	(\$120.99)	\$142.20	\$119.00	\$122.88	\$136.00
	26	Da-Lite 36465	Model B Manual Projection Screen (57.5" x 92")	each	\$175.00	<u>\$127.06</u>	\$129.48	\$158.40	\$139.45	(\$129.99)	\$162.00	\$128.00	\$132.36	\$146.00
	27	Da-Lite 70304	Model C Matte White Projection Screen (72.5 x 116")	each	---	<u>\$368.24</u>	\$388.90	\$459.36	\$415.45	(\$388.75)	\$469.80	\$386.00	\$397.94	\$439.00
	28	Da-Lite 40932	# 6 Wall Bount Brackets	Pair	\$20.00	<u>\$12.00</u>	\$16.47	\$29.92	\$17.25	(\$17.95)	\$12.02	\$15.00	\$16.52	\$19.00

LEGEND:

_____ = Award

() = Reject

* Florida Preference per Special Conditions, Paragraph "E"

CATEGORY	ITEM NO.	MANUFACTURER/PART NUMBER	DESCRIPTION	UOM	Audio Enhancement Inc.	Audio Visual Innovations, Inc.	Camcor, Inc.	Mediatech, Inc.	Pro Sound, Inc.	Pyramid School Products	Rauland Borg Corp. of Florida	Smiley's Audio-Visual, Inc.	Troxell Communications, Inc.	Visionworx LLC dba CCS Presentation Systems
Sound Systems	29	Atlas Sound MS-10C	Microphone Stand	each	\$41.93	<u>\$36.14</u>	---	----	\$45.50	---	\$47.52	\$52.00	\$58.63	---
	30	Atlas Sound WMA35-23	23.5" Deep Wall Cabinet (35U)	each	\$975.00	<u>\$680.75</u>	---	---	\$872.00	---	\$872.44	---	\$857.26	---
	31	Community R2-52Z	three-way loudspeaker system with 50° x 20° coverage	each	---	\$1,887.41	---	---	<u>\$1,825.00</u>	---	\$2,548.50	---	---	---
	32	Community R2-474Z	three-way loudspeaker system with 40°-70° X 40° coverage	each	---	<u>\$1,715.72</u>	---	---	\$1,855.00	---	\$2,248.50	---	---	---
	33	Community R2-694Z	three-way loudspeaker system with 60°-90° X 40° coverage	each	---	<u>\$1,715.72</u>	---	---	\$1,655.00	---	\$2,248.50	---	---	---
	34	Crown XTI 2002	Power Amplifier	each	\$690.00	<u>\$545.21 *</u>	---	---	\$575.00	---	\$1,090.44	\$585.00	\$533.97	\$549.00
	35	Crown XTI 1002	Power Amplifier	each	\$499.00	<u>\$391.74 *</u>	---	---	\$415.00	---	\$778.44	\$430.00	\$383.66	\$433.00
	36	Crown XTI 4002	Power Amplifier	each	\$960.00	\$761.21	---	---	\$785.00	---	\$1,558.44	\$803.00	\$745.52	<u>\$746.00 *</u>
	37	dbx ZonePRO 1261m	12x6 Digital Zone Processor	each	\$1,427.00	\$1,610.44	---	---	\$988.00	---	---	<u>\$970.00</u>	---	---
	38	dbx ZC-3	Program/Source Selector for DriveRack and ZonePro	each	\$99.92	<u>\$52.78 *</u>	---	---	\$59.00	---	---	\$69.00	\$51.55	---
	39	dbx ZC-1	Rotary Volume Control for DriveRack and ZonePro	each	\$89.95	<u>\$47.50 *</u>	---	---	\$58.00	---	---	\$64.00	\$46.39	---
	40	JBL JRX212	12" Two-Way Stage Monitor Loudspeaker System	each	\$245.00	<u>\$174.00 *</u>	---	---	\$194.00	---	\$243.36	\$235.00	\$170.41	\$230.00
	41	JBL PRX 415M	Two-Way 15" Passive Speaker	each	\$499.00	<u>\$411.76 *</u>	---	---	\$445.00	---	\$535.08	\$475.00	\$403.26	\$480.00
	42	Shure SLX4	Wireless Microphone Receiver	each	\$380.00	\$280.84	\$266.85	---	<u>\$258.00 *</u>	---	\$389.50	\$279.00	\$259.58	\$269.00
	43	Shure SLX2/58	Handheld Wireless Microphone Transmitter	each	\$245.00	\$180.00	\$173.31	---	<u>\$169.00 *</u>	---	\$286.18	\$186.00	\$168.49	\$176.00
	44	Shure SLX1	Bodypack Transmitter	each	\$199.00	\$131.20	\$128.49	---	<u>\$122.00</u>	---	\$204.18	\$141.00	\$125.35	\$131.00
	45	Shure WH30TQG	Cardioid Headworn Condenser Microphone	each	\$172.00	<u>\$91.57</u>	\$92.58	---	\$94.00	---	\$139.40	\$98.00	\$90.73	\$95.00
	46	Shure 450 Series II	Push to Talk Announcer Desktop Microphone	each	\$150.00	\$122.89	\$98.69	---	\$133.00	---	<u>\$98.40</u>	\$133.00	\$115.09	\$127.00
	47	Shure SM58S	Cardioid Handheld Dynamic Microphone with Switch	each	\$130.00	\$101.20	\$92.18	---	<u>\$90.00</u>	---	\$106.60	\$97.00	\$95.94	\$98.00
	48	Soundcraft EFX 12	12-Channel, 2Bus Audio Mixer	each	\$639.00	\$665.56	---	---	\$379.50	---	\$557.07	\$385.00	<u>\$339.59</u>	---
	49	Soundcraft FX16ii	16-Channel Mixer	each	\$810.00	\$998.89	---	---	\$579.50	---	\$836.07	<u>\$569.00 *</u>	\$566.08	---
	50	Tascam CD-200SB	Solid-State CD Player	each	\$425.00	\$337.34	---	---	\$315.00	---	\$419.30	<u>\$289.00</u>	\$307.88	---

LEGEND:

_____ = Award

() = Reject

* Florida Preference per Special Conditions, Paragraph "E"

15C-1L
BID SUMMARIES - SECTION III

CATEGORY	ITEM NO.	MANUFACTURER	PERCENTAGE DISCOUNT OFF MSRP										
			Audible Source, Inc.	Audio Visual Innovations, Inc.	Camcor, Inc.	Mediatech, Inc.	Pro Sound, Inc	Pyramid School Products, Inc	Rauland-Borg Corp. of Florida	Rebekah's Dreams Entertainment & Production Services	Smiley's Audio-Visual, Inc	Troxell Communications, Inc.	Visionworx LLC dba CCS Presentation Systems
Audio Electronics (Amplifiers, Mixers, Equalizers, etc.)	1	Crown	---	<u>37%</u>	---	---	32%	---	22%	---	---	25%	---
	2	DBX	---	---	---	---	<u>37%</u>	---	---	---	---	15%	---
	3	Mackie	---	28%	---	---	<u>33%</u>	---	---	---	---	25%	---
	4	Soundcraft	---	<u>35%</u>	---	---	31%	---	---	---	---	5%	---
	5	Yamaha	---	15%	---	---	<u>21% *</u>	---	---	---	---	25%	---
Cables	6	C2G	---	---	---	30%	<u>33%</u>	---	---	---	---	5%	---
Camcorders/Video Cameras and Accessories	7	Go Pro	---	---	---	---	(5%)	---	---	---	---	---	---
	8	Canon	---	<u>17% *</u>	---	---	10% Professional 5% Consumer 15% Pro Lenses and Accessories	---	---	---	---	20%	---
	9	Panasonic	---	10%	---	---	16% Professional 5% Consumer	---	---	---	<u>16%</u>	5%	---
	10	Sony	---	16%	---	---	<u>17% Professional *</u> 12% Pro Accessories 5% Consumer	---	---	---	---	<u>22%</u>	---
CD / Tape Players and Recorders	11	Callfone	---	35%	35%	---	0%	(20%)	---	---	<u>60%</u>	30%	---
	12	Colby	---	---	---	---	(0%)	---	---	---	---	---	---
	13	Eiki	---	---	---	---	<u>35%</u>	(20%)	---	---	10%	16%	---
	14	Hamilton	---	35%	31%	---	44%	---	---	---	<u>57%</u>	---	---
	15	Sony	---	5%	---	---	5%	---	---	---	---	<u>22%</u>	---
	16	Tascam	---	<u>32%</u>	---	---	25%	---	25%	---	---	20%	---

LEGEND:

_____ = Award

(_____) = Reject

* Florida Preference per Special Conditions, Paragraph "E"

CATEGORY	ITEM NO.	MANUFACTURER	PERCENTAGE DISCOUNT OFF MSRP										
			Audible Source, Inc.	Audio Visual Innovations, Inc.	Camcor, Inc.	Mediatech, Inc.	Pro Sound, Inc	Pyramid School Products, Inc	Rauland-Borg Corp. of Florida	Rebekah's Dreams Entertainment & Production Services	Smiley's Audio-Visual, Inc	Troxell Communications, Inc.	Visionworx LLC dba CCS Presentation Systems
Headphones/Headsets	17	Califone	---	35%	35%	25%	---	(20%)	---	---	<u>60%</u>	30%	---
	18	Cyber-Acoustics	---	---	---	---	---	---	---	---	---	---	---
	19	Hamilton	---	35%	31%	---	39%	---	---	---	<u>58%</u>	15%	---
	20	Lenovo	---	---	---	---	(5%)	---	---	---	---	---	---
	21	Micro Innovation	---	---	---	---	(5%)	---	---	---	---	---	---
	22	Plantronics	---	---	---	---	(5%)	---	---	---	---	---	---
	23	Sennheiser	---	23%	---	---	25%	---	---	25%	<u>30%</u>	25%	---
Learning/ Listening Centers	24	Califone	---	35%	35%	30%	0%	(20%)	---	---	<u>60%</u>	30%	---
	25	Hamilton	---	35%	31%	---	39%	---	---	---	<u>56%</u>	15%	---
Microphones	26	AKG	---	<u>38%</u>	---	---	24%	---	---	---	---	20%	---
	27	Anchor Audio	---	<u>35%</u>	---	---	30%	---	---	---	32%	30%	---
	28	Atlas	---	23%	---	---	<u>28% *</u>	---	18%	---	---	30%	---
	29	Azden	---	---	---	---	5%	---	---	---	<u>37%</u>	5%	---
	30	Audio-Technica	---	23%	---	---	<u>37%</u>	---	---	---	---	22%	---
	31	Sennheiser	---	24%	---	---	29%	---	---	25%	<u>30%</u>	25%	---
	32	Shure	---	29%	---	---	30%	---	18%	---	---	30%	<u>30%</u>
	33	Sony	---	<u>31%</u>	---	---	5% Consumer 25% Professional	---	---	---	---	22%	---
	34	TOA	---	<u>47%</u>	---	---	21%	---	---	---	---	35%	---

LEGEND:

_____ = Award

() = Reject

* Florida Preference per Special Conditions, Paragraph "E"

CATEGORY	ITEM NO.	MANUFACTURER	PERCENTAGE DISCOUNT OFF MSRP										
			Audible Source, Inc.	Audio Visual Innovations, Inc.	Camcor, Inc.	Mediatech, Inc.	Pro Sound, Inc	Pyramid School Products, Inc	Rauland-Borg Corp. of Florida	Rebekah's Dreams Entertainment & Production Services	Smiley's Audio-Visual, Inc	Troxell Communications, Inc.	Visionworx LLC dba CCS Presentation Systems
Projectors and Accessories	35	Epson	---	30%	5%	---	---	---	---	---	9%	15%	<u>56%</u>
Portable PA Systems	36	Anchor Audio	---	<u>38%</u>	---	---	30%	---	---	---	30%	30%	---
	37	Amplivox	<u>21%</u>	---	---	---	---	---	---	---	---	18%	---
	38	Audio Enhancement	---	---	---	---	---	---	---	---	---	<u>10%</u>	---
	39	Behringer	---	<u>26%</u>	---	---	---	---	---	---	---	5%	---
	40	Califone	---	35%	---	30%	---	(20%)	---	---	<u>55%</u>	30%	---
	41	Fender	---	---	(25%)	---	---	---	---	---	---	---	---
	42	Hamilton	---	35%	20%	---	39%	---	---	---	<u>55%</u>	15%	---
	43	JBL	---	<u>38%</u>	---	---	35%	---	---	---	---	20%	---
	44	Oklahoma Sound	---	---	---	---	---	(20%)	---	---	---	<u>20%</u>	---
	45	Yamaha	---	15%	---	---	<u>24%</u>	---	---	---	---	25%	---
Poster-Maker, Supplies and Accessories	46	Variquest	---	<u>10%</u>	---	---	---	---	---	---	---	---	---
Screens	47	Da-Lite	---	<u>30%</u>	15%	12%	21%	(20%)	10%	---	30%	25%	20%
Speakers	48	Anchor Audio	---	<u>38%</u>	---	---	30%	---	---	---	30%	30%	---
	49	Community	---	<u>31%</u>	---	---	29%	---	8%	---	---	---	---
	50	Electro-Voice	---	<u>39%</u>	---	---	27%	---	---	---	---	15%	---
	51	JBL	---	<u>38%</u>	---	---	35%	---	22%	---	---	20%	---
Video Conference	52	Polycom	---	<u>38%</u>	---	---	---	---	---	---	---	---	---

LEGEND:

_____ = Award

() = Reject

* Florida Preference per Special Conditions, Paragraph "E"

15C-1L
HOURLY LABOR RATE

[illegible]