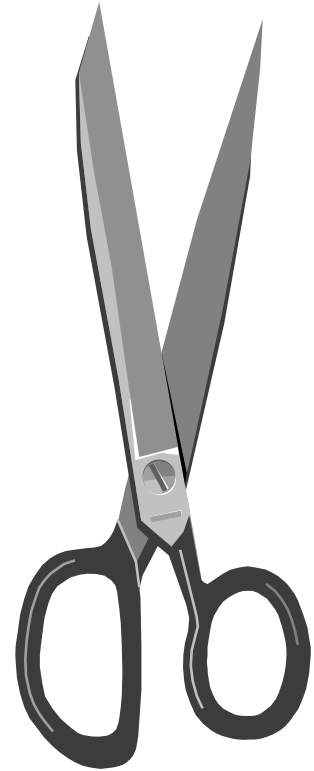


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN
SEALED BID NO.: 013-MHH-0812
BID TITLE: CCTV and Network Supplies, Access Points / Catalog Discount
DUE DATE/TIME: November 8, 2011 @ 3:00PM
SUBMITTED BY: _____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title CCTV and Network Supplies, Access Points / Catalog Discount

Bid File Number 013-MHH-0812 Posted October 12, 2011

Sealed bids will be received until 3:00 PM on November 8, 2011 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: December 31, 2012. Contract(s) awarded from this bid will begin on December 14, 2011 and will run through December 31, 2012.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about November 15, 2011 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.
Rev.Pur. 8/2010

Special Terms and Conditions

A. **SCOPE:** The purpose of this Invitation To Bid is to establish competitive pricing for CCTV and network supplies and equipment. Prices shall be for material only as District personnel will be responsible for installation. Quantities if listed on the Bid Form are best estimates for projects scheduled for completion in a 12-month period and are not a guarantee of purchase. Quantities indicated will not be on a single order but will be spread out over the 12-month period. For the purpose of this Invitation to Bid, the term "Bidder" and "Vendor" shall be considered synonymous.

B. **RESTRICTIONS ON CONTACTING THE DISTRICT:** Upon the issuance of this Invitation to Bid, all contact with the District **must** be made through the designated contact person listed in Page 1 of this Invitation to Bid. Potential Bidders **must** limit communication with the designated contact to the means specified in this Invitation to Bid. Other District employees and representatives of the District are instructed not to answer questions regarding the bid or otherwise discuss the contents of the bid with potential bidders or their representatives. Any contacts made with other District employees or representatives of the District will be reported to the Purchasing Department. Potential Bidders shall not, under the penalty of law, offer any gratuities, favors or anything of monetary value to any officer or employee of the District or representative of the District in connection with this competitive procurement.

C. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

D. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

E. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

F. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be

required to pay to the vendor that amount of the contract actually performed to the date of termination.

G. **WARRANTY OF ABILITY TO PERFORM:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

H. **AWARD:** Award of this bid shall be on a line item basis (see Paragraph 13. GENERAL INSTRUCTIONS AND CONDITIONS) to the bidder offering the greatest discount from list per line item. The award of this bid will be on a line item basis, bidders are encouraged to bid all line items however this is not required.

1. For items numbers (1) through (17) on the BID FORM & SPECIFICATIONS bidders are to bid as a single-fixed percentage discount that shall be applied to all applicable items in the manufacturers catalog. This percentage discount shall remain firm throughout any term of the contract.
2. For item number (18) bidders are to bid a fixed unit price that shall remain firm throughout any term of the contract.
3. Each bidder should furnish their most recent manufacturer's published price list for brands noted in item numbers (1) through (17) of the bid form with their bid packet in order for their bid to be considered (CD ROM or DVD disc with electronic copies in MS Word, MS Excel and or Adobe .pdf format of the manufacturers published price list are acceptable in lieu of paper hard copies provided the CD ROM or DVD disc are submitted with your bid packet). Please see Section I for further detail regarding submittals.
4. Prices furnished for item numbers (1) through (17) in this bid shall remain firm for a minimum of ninety - (90) days from the date of bid award. Revised manufacturer's price lists must be received and approved by the Director of Purchasing (or designee) before any increase will be effective. Awarded bidder (s) may submit the manufacturer's price list on CD ROM, DVD and/or submittal by email of documents in MS Word, MS Excel and or Adobe .pdf format are acceptable in lieu of paper hard copies, these copies shall be sent to the contact person listed on page 1 of this Invitation to Bid.
5. In the event of a manufacturer price increase for a portion of the manufacturer's line and the manufacturer does not republish their list price catalog, the District may consider the increase provided the following conditions are met:
 - a. The awarded bidder (s) shall furnish the District a copy of the letter from the manufacturer to the awarded bidder. At a minimum the letter shall have a recent date (within 31 days of current date), a signature from the manufacturer's customer service or account manager or higher, be on the manufacturer's letterhead, describe the item (s) as listed in the most recently published manufacturer's price list and list the

new manufacturer price for the item (s). The Purchasing Director (or designee) must approve any such increase before any increase will be effective.

- b. All price adjustments shall be subject to audit, as to validity and accuracy, at any time by District employees.
6. It is anticipated that routine orders may exceed \$25,000 during the term of this contract. In instances with large orders quotes may be requested for additional quantity discounts.
7. Quantities if shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

I. **SUBMITTALS:** In order to be considered for award of this bid, the bidder should submit the required submittal listed in item 1 with your bid packet.

After bid opening the District reserves the right to request the required submittals listed below (1) should bidder not return this submittal with their bid packet. Furthermore the District reserves the right to request additional clarification of any item submitted by the bidder in response to this Invitation to Bid. Any requested additional information must be received by the District's Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. Please submit the most recent manufacturer's published price list for brands noted in item numbers (1) through (17) of the bid form with your bid packet (CD ROM or DVD disc with electronic copies in MS Word, MS Excel and or Adobe .pdf format of the manufacturers published price list are acceptable in lieu of paper hard copies provided the CD ROM or DVD disc are submitted with your bid packet).

J. **SALES PROMOTIONS:** It is understood that sales promotions may occur during the course of this agreement that will lower prices of some products for the period of the sales promotion. We shall receive the benefit of such reductions if lower than the price established by this bid. The Sr. Technical Support Technician/Wiring Projects Coordinator must be notified of these promotions in writing.

K. **RETURN AGREEMENT:** Each successful bidder shall agree to accept the return of any item received which is found to be defective in packaging or quality. Full credit including shipping charges shall be issued.

L. **AUTHORIZATION TO PERFORM UNDER CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional purchases must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification

(increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional purchases if this procedure is not strictly followed.

M. **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, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. 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.

N. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

O. **ADDENDA:** It shall be the responsibility of each responding bidder to check the District's Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

P. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

Q. **SUBSTITUTIONS:** The equipment listed in this bid has been tested in actual applications by District Technical Staff. In order to ensure compatibility and uniformity with existing installations, **NO SUBSTITUTIONS WILL BE ALLOWED.** Bids for any item other than those listed on the BID FORM will be considered non-responsive for that item. However, in the event a manufacturer has discontinued the production of an item, vendors may substitute the replacement part number and clearly identify on the bid form that this is a replacement part. **Documentation from the manufacturer concerning any such change should be included with bid response.** The bidder may be given the opportunity to submit documentation from the manufacturer to the District's Purchasing Department during the bid evaluation period. At such time the bidder shall be given two (2) business days to submit the information. Further, if at any time during the term of this bid, a manufacturer should discontinue production of an item, the awarded vendor may ship the replacement for that item (with prior approval from the District), provided documentation from the manufacturer concerning specifications and application is provided to the District and pricing remains the same or less than the original bid price.

R. **APPROVED BRANDS AND MODELS:** This bid contains specifications and Approved Brands and Models based on the recommendations from the District's Sr. Technical Support Technician/Wiring Projects Coordinator. In order to ensure compatibility

Please state company name and authorized signature _____

and uniformity with existing installations, please bid only the Approved Brands and Models as specified. (Replacement model numbers for discontinued items should be indicated where appropriate.) Vendors wishing to submit items for future evaluation may do so by contacting the Purchasing Department.

S. REQUESTS FOR BID INFORMATION & RELATED DATA: Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, individuals picking up plans and specifications, historical bid data or tabulations** within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

T. SPECIFICATIONS:

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

BID FORM AND SPECIFICATIONS (continued)

Please bid a single-fixed percentage discount for the line items listed below. This percentage discount shall remain firm throughout the contract period. Quantities if shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form.

ITEM NUMBER	QUANTITY	DESCRIPTION	PERCENTAGE OFF MSRP
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BID THE FOLLOWING ITEMS WITH A PERCENTAGE OFF LIST PRICE.

(6)	Unknown	DUNE - (Percentage off list price) Dune - Network IPTV Tuners	_____ %
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Number of days required for delivery of Dune products: ___ days, ARO

(7)	Unknown	EXACQ TECHNOLOGIES - (Percentage off list price) Exacq Technologies - Security System Equipment	_____ %
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Number of days required for delivery of Exacq Technologies products: ___ days, ARO.

(8)	Unknown	FLUKE NETWORKS - (Percentage off list price) Fluke Networks - Cable and Network Test	_____ %
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Number of days required for delivery of Fluke Networks products: ___ days, ARO

(9)	Unknown	IQINVISION - (Percentage off list price) Iqinvision - Security System Equipment	_____ %
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Number of days required for delivery of Iqinvision products: ___ days, ARO

(10)	Unknown	NETWORK VIDEO TECHNOLOGIES- (Percentage off list price) Network Video - Security System Equipment	_____ %
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Number of days required for delivery of Network Video products: ___ days, ARO

Please state company name and authorized signature _____

BID FORM AND SPECIFICATIONS (continued)

Please bid a single-fixed percentage discount for the line items listed below. This percentage discount shall remain firm throughout the contract period. Quantities if shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form.

ITEM NUMBER	QUANTITY	DESCRIPTION	PERCENTAGE OFF MSRP
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BID THE FOLLOWING ITEMS WITH A PERCENTAGE OFF LIST PRICE.

(11) Unknown **POWERDSINE** - (Percentage off list price) _____ %
PowerDsine - Power over Ethernet, Mid-Span Devices

Number of days required for delivery of PowerDsine products: ____ days, ARO

(12) Unknown **SAFARI MONTAGE** - (Percentage off list price) _____ %
Safari Montage - Network IPTV Equipment

Number of days required for delivery of Safari Montage products: ____ days, ARO

(13) Unknown **SONY** - (Percentage off list price) _____ %
Sony - Security System Equipment

Number of days required for delivery of Sony products: ____ days, ARO

(14) Unknown **TAKEX** - (Percentage off list price) _____ %
Takex - IRSecurity Beams

Number of days required for delivery of Takex products: ____ days, ARO

(15) Unknown **TOSHIBA** - (Percentage off list price) _____ %
Toshiba - Security System Equipment

Number of days required for delivery of Toshiba products: ____ days, ARO

Please state company name and authorized signature _____

BID FORM AND SPECIFICATIONS (continued)

Please bid a single-fixed percentage discount for the line items listed below. This percentage discount shall remain firm throughout the contract period. Quantities if shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form.

ITEM NUMBER	QUANTITY	DESCRIPTION	PERCENTAGE OFF MSRP
------------------------	-----------------	--------------------	--------------------------------

BID THE FOLLOWING ITEMS WITH A PERCENTAGE OFF LIST PRICE.

(16) Unknown **UTC INTERLOGIX - (Percentage off list price)** _____ %
UTC Interlogix - Security System Equipment

Number of days required for delivery of UTC Interlogix products: ___ days, ARO

(17) Unknown **PROXIM WIRELESS Products (Percentage off list price)** _____ %
Proxim Wireless - Balance of line

Number of days required for delivery of Proxim Wireless products: ___ days, ARO.

******* SUBMIT BID PRICING FOR THE FOLLOWING ITEM AS A FIXED UNIT PRICE *******

(18) 100 **PROXIM WIRELESS - ORINOCO AP-4000M US FCC-MU** \$ _____ ea.
Approved Brand/Model: Proxim Wireless, 8670M-US
NO SUBSTITUTIONS

Number of days required for delivery of Proxim ORINOCO 8670M-US: ___ days, ARO.

NOTE: Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation to Bid". Return the original of the Invitation to Bid and retain a photocopy for your files.

Please state company name and authorized signature _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

(vendor's signature)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT and Percentage off MSRP for the items listed in the BID FORM & SPECIFICATIONS the District reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the District's Purchasing Department within two days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Sign the BIDDER ACKNOWLEDGEMENT Form on page 1 of this Invitation to Bid. Failure to sign the BIDDER ACKNOWLEDGEMENT Form on page 1 will result in the bid being rejected as non-responsive.	1
	x		Furnish their most recent manufacturer's published price list for brands noted in item numbers (1) through (17) of the bid form with their bid in order for it to be considered (CD ROM or DVD disc with electronic copies in MS word, MS excel and or Adobe .pdf format of the manufacturers published price list are acceptable in lieu of paper hard copies provided the CD ROM or DVD disc are submitted with your bid packet).	7
		x	Completed and signed Drug Free Workplace Certification (optional).	16