

**DATE:** Tuesday, January 20, 2015  
**TO:** School Board Members  
**FROM:** MaryEllen Elia, Superintendent

**SUBJECT / RECOMMENDATIONS**

Accept the Lowest, Responsive, Responsible Bid Submitted by Encore Broadcast Solutions - Invitation to Bid (ITB) #14115-EST TV Studio Equipment - Purchase, Installation, Repair, and Related Parts (*Business Division*)

**EXECUTIVE SUMMARY**

This bid was prepared at the request of the Technology Service and Support Department to establish fixed pricing for television studio equipment items, such as camcorders, microphones, and sound systems. TV studios are located at most of our traditional schools and are utilized to broadcast schoolwide events, morning shows, and for media production classes. Award of this contract shall be to the overall lowest responsive, responsible bidder, as specified in the bid. This recommendation has been reviewed by the Technology Service and Support Department Manager.

The initial term of this contract will be for a one-year period, with four one-year renewals, subject to negotiations and mutual agreement. The Superintendent is authorized to approve any renewal agreements, per the terms of the specifications.

**STRATEGIC OBJECTIVES**

- Align financial resources to support the district's strategic goals
- Demonstrate best financial practices

**FINANCIAL IMPACT (Budgeted: Yes)**

Year-to-date expenditures are \$527,699 and were \$198,200 in 2013/2014. We estimate an annual expenditure of approximately \$200,000, as this year's expenditures include the installation of a new studio at the Sam Horton Instructional Services Center.

**EVALUATION**

Contract administration or evaluation is performed by the Project Manager (end user) and Procurement Officer, who function as a team. Reviews are conducted face to face, typically quarterly, or by utilizing an online vendor performance report. Prior to soliciting a new contract, the Contract Administration team must first give consideration to the specifications and supporting data of the expiring contract.

**SUBMITTED BY:** Jean Bowman, General Manager, Procurement Department

Anna L. Brown, Ed.D.  
Chief Information and Technology Officer  
(813) 272-4600

Gretchen Saunders  
Chief Business Officer  
(813) 272-4270

**A 6.02**

HILLSBOROUGH COUNTY PUBLIC SCHOOLS- PROCUREMENT DEPARTMENT  
 901 EAST KENNEDY BOULEVARD, TAMPA, FLORIDA 33602

ITB #14115-EST TV Studio Equipment-Purchase, Installation, Repair, and Related Parts

AWARDED FROM:	January 21, 2015 through January 20, 2016				
DATE OPENED:	December 3, 2014				
DATE AWARDED:	January 20, 2015				
DEPARTMENT:	Technology Customer Service and Support				
DESCRIPTION OF ITB: Hillsborough County Public Schools issued an Invitation to Bid from qualified firms to provide for the purchase, installation, and repair of TV studio equipment and related parts, as needed throughout the district.					
RESPONDING VENDOR(S)	AWARDED VENDOR	HCPS OSD REGISTERED	CONTACT PERSON	TELEPHONE NUMBER	FAX NUMBER
EDCO-Education Consultants, Inc. 1201 Roberts Blvd., Suite 100, Kennesaw, GA 30144	N	N	Daniel Mendonca	(770) 720-0222	(770) 720-0777
Encore Broadcast Solutions 2104 W. Kennedy Blvd., Tampa, FL 33606	Y	Y	Douglas Taylor	(813) 253-2774	(813) 254-5907
Jersey Jim Towers 17722 US Highway 19 N., Clearwater, FL 33764	N	N	Jim Towers, Jr.	(727) 536-2232	(727) 530-9543
Troxell Communications, Inc. 1971 W. Lumsden Rd., PMB 148, Brandon, FL 33511	Y	N	Eric Blomquist	(813) 653-2690	(813) 653-2949

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

74 bids were sent to vendors.

4 vendors responded to the bid. Their bids are tabulated and the recommended award is shaded.

70 vendors did not respond at all.

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ITB #14115-EST TV Studio Equipment-Purchase, Installation, Repair, and Related Parts			EDCO-Education Consultants, Inc.	Encore Broadcast Solutions	Jersey Jim Towers	Troxell Communications, Inc.
Item #	Description	UOM				
1	Camcorder, Canon Vixia HFR40	EA		423.50	328.00	*
2	Camcorder, Panasonic AG-HMC80PJ 3MOS AVCCAM	EA		2,159.00	2,290.00	*
3	4 Input Switcher System, Data Video SE-500KIT	EA		1,989.00	2,380.00	*
4	4 Input Switcher, SE-500	EA		1,100.00	1,280.00	*
5	Monitor, TLM702	EA		829.00	990.00	*
6	Monitor Holder, RKM572	EA		195.00	265.00	*
7	Microphone, Lavalier, Shure MX183	EA		167.00	190.00	*
8	Microphone, Lavalier, Shure SM586LC 20	EA		94.00	119.00	*
9	Production System, NewTek Tricaster, 455	EA		19,495.00	23,990.00	*
10	Lamp, Studio, Lowel FLE 400CM	EA		848.00	890.00	*
11	Lamp, Studio, Lowel FLE 200CM	EA		715.00	740.00	*
12	Lamp, Studio, Lowel FLS 55TU 3200K	EA		28.00	39.80	*
13	Foam, Widescreen, Audio-Technica AT8154	EA		19.50	28.10	*
14	Microphone, Wireless, Sennheiser EW 112PG3	EA		584.00	710.40	*
15	Microphone, Wireless, Sennheiser EW 135PG3	EA		556.00	690.00	*

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ITB #14115-EST TV Studio Equipment-Purchase, Installation, Repair, and Related Parts			EDCO-Education Consultants, Inc.	Encore Broadcast Solutions	Jersey Jim Towers	Troxell Communications, Inc.
Item #	Description	UOM				
16	Control Surface, Newtek, TC40CS	EA	2,015.00	1,798.00	2,294.00	*
17	Control Surface, Newtek, TC40E	EA	5,015.00	5,100.00	2,294.00	*
18	Control Surface, Newtek, Tricaster 460CS	EA	7,015.00	6,495.00	6,990.00	*
19	Control Surface, Newtek, Tricaster 860CS	EA	8,025.00	7,495.00	8,210.00	*
20	Control Surface, Newtek, Tricaster 8000CS	EA	15,025.00	14,495.00	16,490.00	*
21	Sound System Package, System III	EA		929.00		*
22	Sound System Package, System II	EA		1,539.00		*
23	Sound System Package, System I	EA		3,115.00		*
24	Service Call Charge	EA		45.00		*
25	Labor Rate, during normal school hours	HR		95.00		*
26	Installation, Lighting Fixture, Mounted in Ceiling Grids	EA		75.00		*
27	Installation, Lighting Fixture, Mounted in Pipe Grids	EA		75.00		*
28	Installation, Lighting Fixture, Mounted on Light Stands	EA		75.00		*
29	Balance of Line-All Proposed Manufacturers and Other Related Parts, Supplies, and Accessories			0-15%		1-60%



## BUSINESS DIVISION

ITB # 14115-EST

### TV Studio Equipment-Purchase, Installation, Repair, and Related Parts

#### Addendum No. 1

Hillsborough County Public Schools, (HCPS), is providing the following clarification and/or modification to the aforementioned solicitation. This information is to be considered a part of the solicitation documents.

The solicitation document(s) shall remain in full force and effect, except as modified herein, and this Addendum shall take precedence over any contrary provisions in the prior document(s). Proposers are further instructed to note receipt of the addendum in the solicitation submission.

Changes are as follows:

#### Q and A's:

- Q1) Line items 1 & 3 on page 31 of the bid are the same item. Does this mean you would like a total of 12 of these, 2 of these, or 10 of these? (The correct description is: Panasonic AG-HMC80PJ 3MOS AVCCAM HD Shoulder Mount Camcorder w/ HD & SD Recording) -Link to website:  
<http://www.panasonic.com/business/provideo/AG-HMC80PJ.asp>  
A: Remove Line 1-Keep Line 3 (See Revised Bid Response Form)  
Refer to Section 2.3.22 Bid Quantities. Amounts listed are for Bidder's guidance only, no guarantee is made as to quantities to be purchased under this contract.
- Q2) Line Item 2 on page 31 is no longer available. Current model is a Canon VIXIA HF R50 KIT. Is this correct?  
A: Yes. Bid current model. (See Revised Bid Response Form)
- Q3) Line item 9 on page 31 is not a valid model number. Do you mean "Microphone, Handheld, Shure SM58LC"? Is this correct?  
A: Bid current model. (See Revised Bid Response Form)
- Q4) Line item 10 on page 31 is not a valid model number. Do you mean Newtek Tricaster TC 460E "Educational Video Production System"?  
A: No. Newtek Tricaster 455 is a valid number and was verified on Newtek's website prior to posting this bid.  
URL: <http://www.newtek.com/support/certified/73-tricaster/tricaster-455/532-tricaster455.html>

- Q5) Line item 11 on page 31 is not a lamp, it is a "Studio Lighting Fixture". Is this what you mean?  
A: Yes. (See Revised Bid Response Form)
- Q6) Line item 12 on page 31 is not a lamp, it is a "Studio Lighting Fixture". Is this what you mean?  
A: Yes. (See Revised Bid Response Form)
- Q7) How are the Lighting Fixtures to be installed? Ceiling Grids, Pipe Grids, Lighting Stands?  
A: Additional lines added to price each of these mounting options. (See Revised Bid Response Form)
- Q8) Line item 14 on page 31 is just a foam windscreen and no microphone is specified for it. Can you please explain?  
A: Only bid on the windscreen foam. HCPS may have the need for replacement screens.
- Q9) Line item 18 on page 32 states it is a control surface. If ordering a "Educational Video Production System",  
A: Only bid on the control surface. If needed, these will replace damaged control surfaces.
- Q10) Line items 19, 20, & 21 on page 32 are only control panels (or surfaces)...not "Video Production Switchers". Can you please explain why the switchers are not included?  
A: Only bid on control surfaces. If needed, these will replace damaged control surfaces.
- Q11) Please explain installation of the equipment (Line Items 1-21) in detail. As there are no Tripods for the cameras, Monitors for the Tricasters, Audio Mixers for the microphones, etc. - How will this equipment be installed without the needed accessories?  
A: Installation should include all necessary items needed (tools of the trade) to make equipment functional. Related accessories shall be purchased, if needed, using the Balance of Line discounts offered by the awarded vendor.
- Q12) Will the District be providing the necessary cabling for installation? If not, how should this be specified?  
-Service Call is listed.  
-Labor Rate is listed.  
-I do not see a misc. cables, connectors, and accessories line item for this.  
A: Labor should include all necessary items needed (tools of the trade) to make equipment functional. Cabling shall be purchased under "Balance of Line, Miscellaneous Related Parts and Supplies" (See Revised Bid Response Form)
- Q13) Is training to be included on all equipment specified?  
A: Yes, refer to Section 1.8.2 Training.  
Change Section 1.8.2 Training to read: The successful vendor shall be responsible for furnishing a minimum of two on-site trainings on all applicable equipment at no additional charge. Training will be scheduled with the school principal or designee.
- 1.8.2.1 A minimum of eight (8) hours of initial training, per school, for studio packages, shall be provided on all operational aspects of the system at no additional charge. If required, vendor shall provide a follow-up training at no additional charge.
- 1.8.2.2 Training should include certifying district to work on their equipment and the ability to purchase parts.

Does the awarded vendor need to show manufacturer certification to perform this task?

A: Yes, Bidders shall provide all appropriate manufacturer certifications.

Q14) Does the awarded vendor need to be a LOCAL authorized dealer (50 mile radius) for all equipment specified, so that they can provide LOCAL service and support?

A: Bidders facility must be located within the boundaries of Hillsborough County or adjacent counties, Polk, Pasco, Manatee, and Pinellas.

Q15) Will the district be providing furniture for the TV Studio Equipment? Desks, Rack Mount Furniture, etc.?

A: Yes.

Q16) Will the district be providing uninterruptible power supplies for the computer equipment specified?

A: No. HCPS has established the Eaton and APC brands of uninterruptible power supplies for standardization. Although other products of suitable quality are available, HCPS has chosen to take advantage of the economies of cost and operation provided by standardizing certain commodities, and will not accept substitutes. Additional lines have been added to provide a balance of line discount for each of these manufacturers. (See Revised Bid Response Form)

Q17) Will the district be providing power strips / line conditioners for the equipment specified?

A: No, vendor should supply power strips. Line conditioners will not be needed when using uninterruptible power supplies.

Q18) Is the individual price on each of these 24 lines items to include training and or installation?

A: Refer to Q13 above, Section 1.8.2 Training.

If not, please advise which of the new 24 line items will require installation and or training?

A: The following items may need installation and training depending on the particular school site: 3, 4, 5, 10, 17, 18, 19, 20, 21, 22, 23 and 24

**All other specifications remain the same.**

**Hillsborough County Public Schools**

**BY: Jean R. Bowman**

**General Manager, Procurement**

# 13 REVISED BID RESPONSE FORM

ITB#14115-DST

## 13.1 DELIVERY

Please answer the following questions:

What is your company's response/delivery time after receipt of order? \_\_\_\_\_

## 13.2 MINIMUM ORDER

Vendor requires a minimum order: \_\_\_Yes \_\_\_No

If yes, what is the amount of minimum order? \_\_\_\_\_

(Note: a minimum order requirement may be cause for rejection of this response).

## 13.3 LOCAL REPRESENTATIVE

Name of representative responsible for our account:	
Representative contact information:	Office Phone #: _____ Email: _____ Cell Phone #: _____
Mark "X" the best method to contact your representative:	<input type="checkbox"/> Cell Phone <input type="checkbox"/> Email <input type="checkbox"/> Office Phone
Address of Local Facility:	Address: _____ City: _____





### 13.4 PRICING

"Bid Only, "Only", "Or Equal", "Approved Brands", "No Substitutes" - When an item appearing in this bid document is listed by a registered trade name and the wording "no substitute, bid only or only" is indicated, only that trade-named item will be considered. Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal", or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration. All changes are indicated in **RED** text.

Item #	Description (Brand Model)	Bid Only/ Or Equal	Estimated Quantity	Unit Price
1	Camcorder, 3CCD, AVCHD Panasonic AGHMC80PJ-DELETE ITEM	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	2	
2	Camcorder, Canon Vixia HF R50 KIT	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	4	
3	Camcorder, Panasonic AG-HMC80PJ 3MOS AVCCAM HD Shoulder-Mount Camcorder with HD & SD Recording	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	10	
4	4 Input Switcher System, Data Video SE-500KIT, to include SE-500 4 Input switcher, TLM702 Monitor, RKM572 Holder	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	14	
5	4 Input Switcher, SE-500	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
6	Monitor, TLM702	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
7	Monitor Holder, Data Video RKM572	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
8	Microphone, Lavalier, Shure MX183	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	8	
9	Microphone, Handheld, Shure SM58LC	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	20	
10	Production System, NewTek Tricaster, 455	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	

Item #	Description (Brand Model)	Bid Only/ Or Equal	Estimated Quantity	Unit Price
11	Lighting Fixture, Studio, Lowel FLE 400CM	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	3	
12	Lighting Fixture, Studio, Lowel FLE 200CM	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	4	
13	Lighting Fixture, Studio, Lowel FLS 55TU 3200K	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	30	
14	Foam, Widescreen, Audio-Technica AT8154	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	12	
15	Microphone, Wireless, Sennheiser EW 112PG3	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	2	
16	Microphone, Wireless, Sennheiser EW 135PG3	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	2	
17	Control Surface, Newtek, TC40CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
18	Control Surface, Newtek, TC40E	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
19	Control Surface, Newtek, Tricaster 460CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
20	Control Surface, Newtek, Tricaster 860CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
21	Control Surface, Newtek, Tricaster 8000CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
22	Sound System Package, System III, to include the following components: Peavey Escort 600, PVi microphone with cable, digital multi-effects, USB/MP3 player, blue tooth, FLS feedback location, folding speaker stands, all cables and wheels. 600 watt/9 channel stereo.			Package Price: \$
23	Sound System Package, System II, complete turnkey plug and play system to include the following components: (1) PVi8500 mixer/amp with blue tooth, (1) Monster power AC Strip (PRO600), (1) MRC-80 open rack, (1) UCD 100 CD/USB player 9-rack, (2) PSS980 speaker stands, (2) PVX12 speakers, (2) 25 ft. Speakon speaker cables, (1) PVMSP1 microphone/boom stand/cable 400 watt dual amplifier.			Package Price: \$

Item #	Description (Brand Model)	
24	Sound System Package, System I, complete turnkey plug and play system to include the following components:  (1) ProLok 16 rolling rack case with mixer rack, (1) PV14USB Mixer, (1) UCD 100 CD/MP3 player (rack), (1) PV IPR3000 power amp with processor, (1) Blue Deck blue tooth rack, (2) PVX15 speakers, (1) Audio Technica System 10 wireless microphone (digital), (2) PSS980 speaker stands, (1) Monster power AC Strip (PRO600), (2) 25 ft. speakon speaker cables. All components wired to mixer, (2) speakon 4-pole mounts on side of rack for speaker connections, and cable for iPhone/computer input. 3000 watt.	Package Price: \$
25	Service Call Charge	\$ /EA
26	Labor Rate, during normal school hours	\$ /HR
27	Installation, Lighting Fixture, Mounted in Ceiling Grids	\$ /HR
28	Installation, Lighting Fixture, Mounted in Pipe Grids	\$ /HR
29	Installation, Lighting Fixture, Mounted on Light Stands	\$ /HR

CATALOG/RELATED PARTS

If box is checked the following applies to this bid. Please complete as applicable.

Discount pricing will be used for unspecified miscellaneous related items, also referred to as "Balance of Line" or catalog items. Any discounts offered will remain firm for the contract term.	Description (Catalog Name & Year) (If applicable)	Quantity Breaks (if applicable)	Discount % off List Pricing	Exceptions
Balance of Line-Acer				
Balance of Line-APC				
Balance of Line-Audio Technica				
Balance of Line-Bogan				
Balance of Line-Canon				

Discount pricing will be used for unspecified miscellaneous related items, also referred to as "Balance of Line" or catalog items. Any discounts offered will remain firm for the contract term.	Description (Catalog Name & Year) (If applicable)	Quantity Breaks (if applicable)	Discount % off List Pricing	Exceptions
Balance of Line-Data Video				
Balance of Line-Eaton				
Balance of Line-LG				
Balance of Line-Lowel				
Balance of Line-Newtek				
Balance of Line-Sennheiser				
Balance of Line-Peavey				
Balance of Line-Shure				
Balance of Line-TEC				
Balance of Line-Tricaster				
Balance of Line-All Other Related Parts, Supplies, and Accessories				
Other:				
Other:				
Other:				

14115-Exhibit A

Current HCPS Equipment List

<b>ELEMENTARY SCHOOL TV STUDIO</b>
Mini DV Camcorder, Panasonic AG-DVC20
3068 Tripod, 516 Head, 3067 Dolly, Bogen 3069
Tripod, Bogen 3068
501 HD Pro Head, Bogen 501HDV
Dolly, Bogen 3137
15" Teleprompter w/Software, AVD 1PROMPT15
Scan Convertor, Focus MicroXGA
Lavalier Microphone, Shure MX-183
Handheld Microphone, Shure SM48LC
25' XLRM-XLRF Cable, Shure C25J
Agile Modulator, Blonder Tongue AM-40-550
15" LCD Video Monitor, LG RU-15LA70C
Video Switcher w/Character Gen, Newtek TRICASTER
VM Control Module, Newtek VM CONTROL
19" VGA Monitor, Totevision LCD-1900V
3in1 Mini DV/HDD/DVD-R Combo Deck, JVC SR-DVM600US
14ch/2bus Audio Mixer, Mackie 1402VLZPRO
RF A/B Switch, TecNec VSU-2
Wireless Lavalier Mic System, Sennheiser ew112PG2
63min Mini DV Tape, Panasonic AYDVM63PQ
1x3 Video Switcher, Kramer VS-33V
Microphone Desk Stand, Atlas DS2
Microphone Floor Stand, Atlas MS10CE
750VA Smart UPS, APC SMART-750

<b>MIDDLE SCHOOL TV STUDIO</b>
Mini DV Camcorder, Panasonic AG-DVC20
Tripod, Bogen 3068
3068 Tripod, 516 Head, 3067 Dolly, Bogen 3069
501 Pro Head, Bogen 501HDV
15" Teleprompter w/Software, AVD 1PROMPT15
Scan Convertor, Focus MicroXGA
Lavalier Microphone, Shure MX-183
Handheld Microphone, Shure SM48LC
25' XLRM-XLRF Cable, Shure C25J
Agile Modulator, Blonder Tongue AM-40-550
15" LCD Video Monitor, LG RU-15LA70C
Video Switcher w/Character Gen, Newtek TRICASTER
VM Control Module, Newtek VM CONTROL
750VA Smart UPS w/RKMT, APC SMART-750RU
19" VGA Monitor w/RKMT, Totevision LCD-1900VR
3in1 Mini DV/HDD/DVD-R Combo Deck, JVC SR-DVM600US

14ch/2bus Audio Mixer, Mackie 1402VLZPRO
RF A/B Switch, TecNec VSU-2
100 Black Panel Bolts & Clips, Winsted G8103
2-1/2" Plate Casters (4 each), Winstead 85782
Standard Pedestal, Winsted 85060
Base and 19-1/4" Slope Rack, Winstead 86036
End Top 21-13/16"W x 22-5/8"D, Winsted 85041
Center Top 21-1/16"W x 22-5/8"D, Winsted 85040
18" 3-Bay Shelf, Winsted 81663
Shelf Support Brackets (pair), Winsted 82222
Side Panels, Base Console, Winsted 85120
Side Panels, 19-1/4" Slope, Winsted 85130
15-3/4" Blank Panel, Winsted 85148
1-3/4" Blank Panel, Winsted 85140
3-1/2" Blank Panel, Winsted 85141
5-1/4" Blank Panel, Winsted 85142
Standard Shelf, Winsted 86088
34" - 10 Outlet Elec Assembly, Winsted 10710
Wireless Lavalier Mic System, Sennheiser ew112PG2
63min Mini DV Tape, Panasonic AYDVM63PQ
1x3 Video Switcher, Kramer VS-33V
Microphone Desk Stand, Atlas DS2
Nonlinear Editing System, Macrosystem AVIO-1SE
3in1 Mini DV/HDD/DVD-R Combo Deck, JVC SR-DVM600US
15" LCD Video Monitor, LG RU-15LA70C
Photo Transfer Software, Macrosystem PHOTOTRANS
Media Card Reader, Macrosystem 6in1
FONTS Pack, Macrosystems FONTS1-4
Professional Software, Macrosystems AVIOPRO
3D Shapes Software, Macrosystems 3D SHAPES
Spicerack Software, Macrosystem SPICE-A/K
Liquid Images Software, Macrosystem LIQUID
EFFECTS Pack, Macrosystems EFFECTS1-4

<b>HIGH SCHOOL TV STUDIO</b>
Studio Camera, JVC KY-F560U
Studio Adapter, JVC KA-F5602U
4" Studio Viewfinder, JVC VF-P400U
Remote Control Unit, JVC RM-P210U
17x Studio Lens, Fujinon S17X66BRM-SD
Manual Focus Control, JVC HZFM13U
Servo Zoom Control, JVC HZZS13U
20M CCU Cable, JVC VCP112U
3068 Tripod, 516 Head, 3067 Dolly, Bogen 3069
Speaker (pair), JBL Control 1
Wall Mount Bracket (pair), JBL MTC-8

Lavalier Microphone, Shure MX-183
Cardioid Dynamic Handheld Mic, Shure SM-48LC
Desk Stand, Atlas DS2
Stand Adapter for K6, Sennheiser MZQ200
Mic Stand - Ebony, Atlas MS10CE
Shotgun Microphone System, Sennheiser ME66/K6 COMBO
Combo Shock Mount/Pistol Grip, Sennheiser MZS20-1
Studio Vocal Microphone, Shure SM7B
Mic Stand - Ebony, Atlas MS10CE
Boom Arm - Ebony, Atlas PB11XE
6" Filter w/Gooseneck, TecNec MA-PS6
25' XLRM-XLRF Cable, Shure C25J
100 Black Panel Bolts & Clips, Winsted G8103
Side Panels - 19-1/4" Slope(PR), Winstead 85130
Base Module - 26"D Grey, Winsted 86030
Side Panels - Base Console(PR), Winsted 85120
56" Vertical Rack Grey, Winsted 86017
Single Top 22-9/16"W x 26"D, Winsted 85045
Center Top 21-1/16"W x 22-5/8"D, Winsted 85040
Center Top 21-1/16"W x 26"D, Winsted 85043
3-1/2"H Blank Panel, Winsted 85141
5-1/4"H Blank Panel, Winsted 85142
10-1/2"H Blank Panel, Winsted 85145
Side Panels - 56" Rack, Winsted 85127
15-3/4"H Blank Panel, Winsted 85148
1 Bay 18"D Shelf, Winsted 81661
Base and 19-1/4" Slope Rack, Winstead 86036
End Top 21-13/16"W x 22-5/8"D, Winsted 85041
2-1/2" Plate Casters, Winstead 85782
2 Bay 18"D Shelf, Winsted 81662
Shelf Brackets (pair), Winsted 82222
Standard Pedestal, Winsted 85060
1-3/4"H Blank Panel, Winsted 85140
34" - 10 Outlet Elec Assembly, Winsted 10710
8 Outlet Line Conditioner, ETA PD8
Standard Shelf Grey, Winsted 86088
VT(4), SX-84, RS-8, Newtek RST4-ED
Per Newtek Specifications, Computer CUSTOM
1000VA Smart UPS w/RKMT, APC SMART 1000RU
17" VGA Monitor w/Rackmount, Totevision LCD-1700VR
Professional DV Recorder, JVC BRDV3000U
3in1 Mini DV/HDD/DVD-R Combo Deck, JVC SR-DVM600US
16Ch/4 Bus Audio Mixer, Mackie 1604VLZPRO
Four 4" LCD Screen w/RKMT, Marshall V-R44P
Dual Rack Mount 7" LCD Monitor w/2 Inputs ea, Marshall V-R72DP-2C
20" LCD Monitor w/Tuner and Stand, LG RU-20LA80C

Speaker (pair), JBL Control 1
15W Amplifier, TOA BG-115
Rack Mount Kit, TOA MB25B-BK
Single Sided Intercom Headset
Portable Intercom Belt Pac, Telex BP1002
Intercom Power Supply, Telex PS2001L
25' XLRM-XLRF Cable, Shure C25J
1x5 XLR Passive Splitter, Telex TW5W
1x6 Video DA, Videotek VDA-16
1x6 Audio DA, Videotek ADA-16
Rackmount Kit, Videotek DAT-1
Agile Modulator, Blonder Tongue AM-40-550
Character Generator, Compix LCG7000R
17" VGA Monitor w/Rackmount, Totevision LCD-1700VR
CD Cassette Player, Teac PAD500
Rackmount Kit, Teac PRM510
17" Teleprompter w/Software (2), AVD 1Prompter17-2
Mini DV Camcorder w/BP-208 Batt, Canon ZR800
Camera Case, Canon SCA60
3001N Tripod, 700RC2 Head, Bogen 700RC2/3001N
Tripod Bag, Bogen MBAG80
3CCD Mini DV Camcorder, Canon XH-A1
Small Shoulder Case, Canon CC-191
Battery, Canon BP-915
Tripod, Fluid Head and Case, Bogen 3221WN-501HDV
Wireless Microphone Kit, Sennheiser ew100ENGG2
Instrument Cable for Bodypack, Sennheiser CL1
IEEE 1394 6p-4p Cable, TecNec FIRE6/4-6
Battery Video Light, Canon VL-10Li
8x4 50' Stage Box w/Mic Snake, ProCo SIG-12F-50
63 Min. Mini DV Tape, Panasonic AY-DVM63PQ



**School Board**

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Susan L. Valdes, Vice Chair  
Doretha W. Edgecomb  
April Griffin  
Candy Olson  
Cindy Stuart  
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**Superintendent of Schools**  
MaryEllen Elia

**Deputy Superintendent**  
Jeff Eakins  
Cathy L. Valdes

**Chief Business Officer**  
Gretchen Saunders

**General Manager of Procurement**  
Jean R. Bowman

**BUSINESS DIVISION  
INVITATION TO BID (ITB)**

**ITB #14115-EST TV Studio Equipment-Purchase, Installation, Repair, and Related Parts**

November 5, 2014

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**Pre-Bid Conference: No**

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**Direct All Written Inquiries To:** Teri Solomon, Procurement Officer  
teri.solomon@sdhc.k12.fl.us

**ITB Due Date & Time:** 12/3/2014 3:00 PM

**LAST DAY TO SUBMIT QUESTIONS**

The last day to submit questions concerning this competitive solicitation shall be 11/20/2014 12:00 PM . HCPS will not evaluate questions received after this time. Questions must be addressed in Vendorbid.

**VENDORBID.NET**

To conduct business under this competitive solicitation, Hillsborough County Public Schools (HCPS) requires that all bidders have a current vendor application on file with [www.Vendorbid.net](http://www.Vendorbid.net) (VendorBid.net) at <https://www.vendorbid.net/hillsborough/>. HCPS may disqualify a bidder for failure to comply with this condition.

Proposers interested in responding to and receiving addenda to this competitive solicitation, or any other future HCPS procurement opportunity, must log on to Vendorbid.net and select "Current Bids". Search for the solicitation referenced in the notification and view the document(s). Select "Participate" to receive updates, addendums, recommendations, and notifications for this solicitation.

**SEALED BIDS**

Subject to the conditions, provisions and the enclosed specifications, HCPS shall receive sealed bids until the above-stated date and time to the Procurement Department, 3<sup>rd</sup> Floor, Raymond O. Shelton School Administrative Center (ROSSAC) building located at 901 East Kennedy Boulevard, Tampa, Florida 33602 (The mailing address for overnight carriers is P.O. Box 3408, Tampa, Florida 33601), until no later than the date and time stated, above. The ROSSAC building is a "controlled access" building and all visitors will be required to obtain a visitor's pass, photo ID is required before entering the department. HCPS cautions Bidders to write all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of your proposal. No oral, telegraphic (facsimile/scanned), telephone proposals or modifications to proposals, will be accepted.

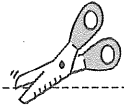
Receipt of bid means DELIVERED AND DATE/TIME STAMPED RECEIVED IN THE PROCUREMENT DEPARTMENT OFFICE. Regardless of reason including, but not limited to traffic, downtown parking, or sign-in issues; Bids delivered to the

building, but not delivered to the Procurement Department Office and date/time stamped as received, will not be considered as received for the purpose of this solicitation process.

Bidders shall deliver its bids in a SEALED package with the ITB name, ITB number, and the opening date/time clearly marked on the outside of the package. HCPS will not accept faxed or e-mailed bids.

Bids will not be accepted or considered after the above specified time and date.

Bid envelopes shall be sealed and identified as specified below:



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ITB # and Title: ITB #14115-EST: TV Studio Equipment-Purchase, Installation, Repair, and Related Parts

ITB Due Date/Time: 12/3/2014 3:00 PM

Hillsborough County Public Schools Procurement Department  
Attn: Teri Solomon, Procurement Officer  
901 E. Kennedy Boulevard, Third Floor  
Tampa, Florida 33602

**Time Sensitive Materials**

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# 1 SPECIAL CONDITIONS/SCOPE OF WORK

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## 1.1 PURPOSE

Hillsborough County Public Schools, hereafter referred to as the "District" or "HCPS", is seeking proposals from qualified Proposers interested in providing the products and/or services referenced herein.

## 1.2 AWARD

Award of this Agreement shall be to the lowest responsive and responsible Bidder who best meets the terms and conditions of the Bid. HCPS shall award based on the information submitted, including Bidder's past performance, client references, and delivery greater than promised. HCPS reserves the right to make multiple awards, award by groups, types or categories, item by item or lump sum total, whichever may be in HCPS' best interest. The School Board of Hillsborough County, Florida will base the final award on approval.

## 1.3 DISTRICT PROFILE

Hillsborough County Public Schools (HCPS) is the nation's eighth largest school district and third largest in Florida, serving over 197,000 students. There are currently about 25,400 full-time employees. With a total population over 1,229,000 persons, Hillsborough County, Florida, is the nation's 30th largest county. HCPS accounts for a total economic impact of \$2.7 billion in the region, as well as being the county's largest employer.

## 1.4 JESSICA LUNSFORD ACT (JLA)

To comply with §1012.465 and 1012.467, Florida Statutes, the "Jessica Lunsford Act", all vendors meeting any of the three (3) criteria, such as (i) be at school when students are present, or (ii) have direct contact with students, or (iii) have access to or control of school funds.

All individuals will be required to have the statewide JLA badge and the HCPS yellow badge to access HCPS sites. Site Administrators/Managers will deny access to anyone violating this procedure. Vendors may obtain more JLA information and the hours and dates of operation for the HCPS Department of Professional Standards at <http://www.sdhc.k12.fl.us/doc/164/procurement-jla>

If no personnel meet any of the above criteria, the law does not apply and no action is required.

- HCPS will use the "six-foot fence" rule where the vendor shall perform work, and at all times remain, in an area separated from students by a chain link fence that is at least six (6) feet high for projects approved through our Facilities Department.
- HCPS will not use the "in-line-of-sight rule."

## 1.5 ESTIMATED BUDGET

For the purposes of calculating the amount of a protest bond, this Agreement is valued at approximately \$200,000 for the initial period.

## 1.6 CONTRACT TERM/OPTION TO RENEW

1.6.1 Initial Term – This Agreement shall be for a one (1) year period following approval by The School Board of Hillsborough County, Florida.

1.6.2 Renewals – The parties, upon mutual written agreement, may renew this Agreement for four (4) additional one (1) year periods provided all terms and conditions remain unchanged and in full force and effect. The option to

renew, if exercised, shall be in the form of a mutually signed renewal letter, issued no sooner than one-hundred twenty (120) days prior to expiration of this Agreement. Refusal by either party to exercise this option to renew will require this contract to expire on the original or mutually agreed date.

The parties may renew, upon mutual written agreement, beyond the four (4), one-year periods for a period not to exceed 180 days.

All prices offered herein shall be firm against any increase for at least one (1) year from effective date of this proposed Agreement. After this date, it shall be the vendor's responsibility to notify the Procurement Officer in advance of any anticipated changes in prices and submit a request for a price change by furnishing bona-fide manufacturer's documents or applicable price list(s) reflecting the changes.

HCPS reserves the right to accept or reject within thirty-(30) days after the request for a price change. HCPS may reject the price change and may purchase said item from another source or allow the Agreement to expire. If HCPS approves the price change, the price will remain firm for at least one (1) year from the date of the change.

## 1.7 SCOPE OF WORK

Hillsborough County Public Schools is seeking bids from qualified firms to provide for the purchase, installation, and repair of TV studio equipment and related parts. The work to be done under this Agreement includes, but is not limited to, providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein. Bidder must clearly note any deviations from these specifications and supply detailed descriptions and/or illustrations with the Bid for consideration.

HCPS reserves the right to change the number of schools during the contract period. The Bidder agrees to service any HCPS location at the same rate/cost bid herein. HCPS reserves the right to add items to this bid at a set price if the discount rate is consistent with other items specified in this bid.

1.7.1 **Projects Over \$25,000 in Total Cost:** The primary scope of this agreement is for projects identified as having a total value not exceeding Twenty Five-Thousand (\$25,000) Dollars. However, HCPS may elect to use this contract for requirements exceeding \$25,000 and reserves the right to obtain competitive quotes from non-awarded participating firms in this ITB deemed to be responsive and responsible vendor(s), or seek competitive quotes by way of advertisement on VendorBid.net, whichever is deemed to be in the best interest of HCPS.

## 1.8 SPECIFIC REQUIREMENTS

1.8.1 **Technical Documentation:** A complete set of manuals and all related documents for all components included in the system shall be provided upon completion of the installation. A diagram showing the details of the installed system shall be provided including clear identification of key system components.

1.8.2 **Training:** The successful vendor shall be responsible for furnishing on-site instruction on the applicable equipment at no additional charge. Training will be scheduled with the school principal or designee.

1.8.2.1 A minimum of eight (8) hours of initial training, per school, for studio packages, shall be provided on all operational aspects of the system at no additional charge.

1.8.2.2 Training should include certifying district to work on their equipment and the ability to purchase parts.

1.8.3 Installation and Programming: Upon notification from HCPS of receipt of this equipment, the vendor will schedule installation in a time period acceptable to the school principal or designee. Installation shall proceed in a timely manner and shall be completed within three (3) business days from start to finish. All items will be installed with new cables, connectors, etc. and shall be thoroughly tested. No cable splices shall be allowed. All equipment shall be properly and professionally installed, configured, programmed and tested to ensure the goals defined in the scope of this project are met in the optimal fashion using the equipment provided.

1.8.4 Substitutions: Substitutions of product will only be considered when manufacturer has discontinued the product or is having difficulties in the manufacturing and delivery of the product. Vendors must provide an approved substitute at the originally awarded price or lower price than the item being substituted. The district must issue written acceptance before vendor may ship any substitute. Vendor requests to offer substitute products for any item originally awarded on this bid shall be submitted in writing to the Procurement Department along with the following documentation.

1.8.4.1 Proof that the manufacturer has discontinued the item and it is no longer available.

1.8.4.2 Complete technical specifications for the substitute product for consideration and approval by the district.

## 1.9 EXPERIENCE

Bidder shall have been in the provision of the requested products and/or services herein for a minimum of three (3) years and shall provide proof along with the Bid response. Failure to provide said proof shall be grounds for rejection of Bid.

## 1.10 LICENSE

The Vendor shall maintain all applicable licenses and provide documentation of applicable licenses and certifications. HCPS reserves the right to request documentation at any time during the Agreement period. Failure to possess or allow said licenses to expire is grounds for immediate termination of the Agreement.

## 1.11 COMMUNICATIONS

The Vendor must provide a means to receive direct communications from HCPS during normal business hours. Contact means shall be by phone, radio, or e-mail. The Vendor must provide HCPS a radio communication device for communication purposes, if Vendor desires contact via radio for the duration of the Agreement. When contact is by pager, Vendor must respond within 30 minutes of the page.

Upon issuance, the Vendor shall provide the Procurement Officer copies of all written communications between it and any HCPS school/site.

## 2 GENERAL TERMS AND CONDITIONS

The following General terms and Conditions are applicable to each competitive solicitation issued by HCPS and to each purchase made by any authorized method of acquisition. Each firm submitting a bid/proposal/quote or selling to HCPS shall be deemed to have assented to these conditions by the act of bidding/proposing/quoting and/or acceptance of a purchase request. Additional conditions may be incorporated in specific Invitations to Bid, Request for Proposals, and contracts, and are generally termed "Special Conditions", "Attachment", or "Appendix". Such special conditions will in no way operate to alter or nullify the general conditions and each bidder/proposer shall be responsible for compliance with both the general and special conditions. However, in cases of conflict, the special conditions will govern.

### 2.1 DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be as follows:

- 2.1.1 Addenda - All written or graphic instruments issued prior to the date for opening of bid solicitation, which modify or interpret the bid solicitation documents by additions, deletions, corrections, or clarifications.
- 2.1.2 Bid/Proposal - Any offer(s) submitted in response to this solicitation.
- 2.1.3 Bidder/Contractor/Proposer – This includes anyone submitting a Bid in response to this solicitation.
- 2.1.4 Competitive Solicitation (Solicitation) – The competitive solicitation includes this document including all addenda.
- 2.1.5 Contract - The Bid Solicitation, written Bid response, and including any amendments and addendums as mutually agreed by the parties covering the furnishing and delivery of material or work to be performed.
- 2.1.6 Default - The omission or failure to fulfill a duty, observe a promise, discharge an obligation, or perform an agreement.
- 2.1.7 General Terms and Conditions - Instructions pertaining to contracts in general and contain, in summary, requirements of laws of the State of Florida, HCPS policies, and additional instructions to Bidders.
- 2.1.8 Invitation to Bid (ITB) - The competitive solicitation issued by HCPS for the goods, services, and/or work specified herein; and shall include the Bid data, Instructions to Bidders, General Terms and Conditions, Special Provisions/Scope of Work, Specifications, Pricing Form, and all addenda issued.
- 2.1.9 Procurement Officer - HCPS contracting personnel, as identified in the cover sheet.
- 2.1.10 Renewal - A renewal allows for the contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
- 2.1.11 Special Provisions/Scope of Work - Specific conditions or requirements particular to the Agreement under consideration.
- 2.1.12 Subcontractor - Any person, firm or corporation other than employees of the Vendor who or which contracts with the Vendor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of this competitive solicitation.
- 2.1.13 Small/Woman/Minority Business Enterprise ("WMBE") or ("SBE") – An HCPS Office of Supplier Diversity certified small or woman-owned business enterprise.
- 2.1.14 Vendor - Unless otherwise indicated, refers to a business entity or entity to which an awarded Agreement by The School Board of Hillsborough County, Florida in accordance with a Bid submitted by that entity in reply to this competitive

solicitation. Reference to the Vendor may also include "Awarded Vendor" or "Contractor".

2.1.15 Vendorbid - The electronic bidding system used to solicit and receive solicitation responses for the District. For additional information about on-line vendor enrollment or vendor registration, please contact the Vendor Registration Helpdesk at 901 East Kennedy Boulevard, third floor, Tampa, FL 33602; Phone 813-272-4392. Vendors can enroll online and obtain forms to register by visiting our web site at [www.vendorbid.net/hillsborough](http://www.vendorbid.net/hillsborough)

## 2.2 PREPARATION OF BIDS /BIDDER INSTRUCTIONS

Bid submittal shall be on the forms provided and in accordance with the provisions on the face of the Bid form and the following stipulations hereby made a part thereof:

2.2.1 Vendorbid.net - To conduct new business under this bid, HCPS requires that all vendors have a current Vendorbid application on file. If not registered as a Vendor, you may access the website through this link at <https://www.vendorbid.net/hillsborough/> and complete the on-line Vendor Application. Failure to comply with this condition may cause the Bidder's failure for award of any business.

2.2.2 Responding to HCPS Solicitations - Those interested in responding to this or any HCPS procurement opportunity must log on to VendorBid and select "Current Bids". Search for the bid referenced in the notification and view the document(s). If you are interested in submitting a response (bid, proposal, quote, etc.) and receiving updates (addendum), you must select "Participate" to continue notifications for the solicitation. Any files added after opening (recommendation, tabulation), will not generate an update notification but will be available to view at vendor's discretion.

2.2.3 Bidder's Examination of Bids - Each Bidder shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning interpretation, clarification, or additional information pertaining to the competitive solicitation or award must be made in writing and received by the Procurement

Department no later than the Last Day to Submit Questions (see cover sheet).

2.2.4 Legible Bids - Vendors are cautioned to provide all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of the bid. No oral, telegraphic (fax/scanner) or telephone responses or modifications will be accepted.

2.2.5 Erasures - Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through an incorrect price and write the correct price above. The Vendor must initial all changes.

2.2.6 Errors - A Bidder shall normally be held to its bid; however, in the event an error or an obvious omission are discovered in a bid document, the Bidder may provide a written request to withdraw its bid. The Bidder shall include in the written request sufficient evidence (original copies of working papers, calculations, etc.) to document that the error or omission was unintentional.

2.2.7 Questions - Questions regarding the specifics of this Bid should be submitted via the Vendorbid.net website, e-mailed, or faxed to the Procurement Officer identified on the cover sheet.

2.2.8 Addenda - All Addenda will be posted and disseminated through the bid solicitation website [vendorbid.net](http://www.vendorbid.net) <https://www.vendorbid.net/hillsborough/> However, prior to submitting a Bid, it shall be the sole responsibility of each Vendor to review this solicitation on VendorBid.net to determine if addenda were issued and, if so, to download such addenda from VendorBid.net for attachment to the Bid. HCPS shall not be responsible for oral interpretations given by a HCPS employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information is given.

2.2.9 Sealed Bids - Receipt of sealed Bids by Hillsborough County Public Schools (hereby known as the "District" or "HCPS") in the office of the General Manager of Procurement, 3rd floor, Raymond O. Shelton School Administration Center (ROSSAC), as specified on bid cover. Bids must be delivered to



the procurement office at the stated address and will be opened at the stated time. Delivery of Bid must be in a sealed envelope, clearly marked on the outside, as to: bid name, bid number, and opening date. Bids received in unidentifiable envelopes are sent at the Bidder's risk. To assure receipt of bid, prior to opening, the Bidder may choose to use special delivery mail or deliver by hand.

- 2.2.10 ROSSAC Building - The ROSSAC building is considered "controlled access" and all visitors will be required to present a picture ID in order to obtain a visitor's pass for admission to the building. Receipt of bids means DELIVERED AND DATE STAMPED RECEIVED IN THE PROCUREMENT OFFICE. Bidders should expect delays for entry into the ROSSAC building.
- 2.2.11 Late Bids - Bids received after the date and time of the bid opening will not be evaluated for award. It will be the Bidder's sole responsibility to get the bid to the correct location and on time. For receiving Bids, the official clock is located in the Procurement Department.
- 2.2.12 Bids delivered to the building but not delivered to the Procurement Department and date stamped as received will not be considered as received for the purpose of this competitive solicitation. Delivery of Bids shall be in a SEALED envelope, clearly marked on the outside, as to: bid name, bid number, and opening date.

### 2.3 BID ITEMS

- 2.3.1 Currency – Payment will be in US dollars.
- 2.3.2 FOB Destination - All items are to be bid FOB Destination, with all transportation charges prepaid and included in the bid prices, and title transferring to HCPS at the time of delivery. The Bidder must clearly state any exception to the freight terms. The Procurement Department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the Bidder's response.
- 2.3.3 Firm Pricing - HCPS requires a firm fixed price per unit.

Most Favored Nation Pricing - All of the benefits and terms granted by Bidder herein are at least as favorable as the benefits and terms granted by Bidder to any previous buyer of the products and services described in this solicitation. Should Bidder enter into any subsequent Agreement with any other buyer, during the term of this Agreement, which provides for benefits or terms more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide HCPS with those more favorable benefits and terms. Vendor shall notify HCPS promptly of the existence of such benefits and terms and HCPS shall have the right to receive the more favorable benefits and terms immediately.

- 2.3.4 Percentage Discount - Bidders should bid a discount (percentage) off list price for all items within the scope of work, not listed on the Bid Response Form. Offered discounts will be firm for the term of the contract.
- 2.3.5 Units of Measure - Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price prevails.

Any Bidder requirement that "all or none" groups, quantities, weights, or other criteria must be met, to qualify for bid prices, will result in disqualification of the Bid. Similarly, expiration dates or other constraints, which are in conflict with Bid requirements, may result in disqualification.

- 2.3.6 "Bid Only", "Only", "Or Equal", "Approved Brands", "No Substitutes" - When an item appearing in this bid document is listed by a registered trade name and the wording "no substitute, bid only or only" is indicated, only that trade-named item will be considered. Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal", or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is without express knowledge or intent to

exclude other manufacturers' products from consideration.

2.3.7 Substitute Items (Delivery) – To meet delivery schedules, a Vendor may deliver any pre-approved brands, at the same price, only with prior approval from the Procurement Department. HCPS will allow no other substitutions. The information called for on each item must be on the line with the item. Please insert the words: no quotation, no bid, or n/b. Blanks shall be considered as no bid of an item.

2.3.8 Substitute Items (Discontinued Items) - Substitutions of product will only be considered when manufacturer has discontinued the product or is having difficulties in the manufacturing and delivery of the product. The Vendor must provide an approved substitute at the originally awarded price or lower price than the item being substituted. HCPS must issue written acceptance before Vendor may ship any substitute. Any Vendor's request to offer substitute products for any item awarded on this bid requires a written request to the Procurement Department along with the following documentation:

- Proof that the manufacturer has discontinued the item and it is no longer available.
- Complete technical specifications for the substitute product for consideration and approval by the District.

2.3.9 Alternative Items - Any item bid as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration. The Bidder may be in breach of contract if the Bidder does not clearly state in its bid that a bid item is an alternate to the item requested by HCPS.

2.3.10 New Items - Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. HCPS will not evaluate Bids on "used, remanufactured, reconditioned" equipment or "blemished or seconds" unless specifically requested.

2.3.11 Multiple Offerings – HCPS will tabulate only those items meeting bid specifications should a Bidder submit more than one product/price on any item. It is the Bidder's right to address alternatives in a separate document but not as part of this bid. If more than one product is listed as a pre-approved product, the Bidder may specify that the bid price apply to more than one of the listed products.

2.3.12 Specifications Technical Documentation - If applicable, the Vendor shall provide; a complete set of manuals and all related documents; a diagram showing the details of the installed system; and a clear identification of key system components included in the system prior to completion of the installation.

2.3.13 Installation and Programming - If applicable, upon notification from HCPS of receipt of purchased equipment, the Vendor will schedule installation in a time acceptable to HCPS. Installation shall proceed in a timely manner and completed as specified in the Bid. The Vendor will install all items with new and tested peripherals. No cable splices allowed. To meet HCPS approval, Vendor shall install, test, and program all equipment in a professional manner and as required in the scope of work.

2.3.14 Training - If applicable, the Vendor shall be responsible for furnishing on-site instruction on any Bid equipment and will schedule the training with the school principal or designee.

2.3.15 Training should include certifying district personnel to work on its equipment and the ability to purchase parts.

2.3.16 Variation From Materials Specified - Whenever and wherever items, materials, or equipment have been identified by describing a proprietary product, such identification is intended to be descriptive, and is used to indicate the quality and characteristics of products that will be satisfactory. HCPS will consider only those items accepted as equal and are clearly identified in the bid.

2.3.17 Additional Discounts – The Vendor may offer additional discounts during the term of the contract in consideration to purchased quantities,

consolidated purchases, single delivery location, or to benefit a specific educational program.

2.3.18 Additional Charges - All additional charges such as installation, shipping, insurance, or other costs must be fully itemized and included with the bid. HCPS will not honor additional charges not specified at the time of the bid opening.

2.3.19 Item Samples - Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the vendor's expense. Vendors will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days.

2.3.20 Each individual sample must be labeled with Bidder's name, bid number, and item number. Bidder's failure to either deliver or identify required samples as indicated may be reason for rejection of the bid.

2.3.21 The vendor shall deliver samples, unless otherwise indicated, to the HCPS Procurement Department, 901 E. Kennedy Boulevard, Tampa, Florida 33602.

2.3.22 Bid Quantities - Quantities and/or amounts stated are for Bidder's guidance only and no guarantee is given or implied as to quantities purchased during the contract period. HCPS provides estimated quantities and/or amounts guided upon previous needs and estimated usage for a twelve (12) month period.

2.3.23 Bid Tabulation – HCPS will base bid tabulation only on the items that meet or exceed the provided specifications and will not consider items of lesser quality. Failure to submit, at time of bid opening, complete information item may result in the rejection of a bid item.

2.3.24 Defective Material - The Vendor agrees to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. The Vendor, at its sole expense, shall replace said merchandise within five (5) calendar days.

2.3.25 Laboratory Testing - In the event materials shipped to HCPS as outlined herein indicate sub-standard specifications in the qualitative or quantitative manner, HCPS reserves the right to have a laboratory test made. If material is deficient, the Vendor shall be required to pay all costs of testing unless item meets specifications.

2.3.26 Liquidated Damages - If the Vendor defaults after HCPS awards a bid and a bond or certified check was not required with the bid, the Vendor shall pay to HCPS as liquidated damages an amount equal to 5% of the unit price times the ordered quantity, or 5% of the total value of the item or bid, whichever is greatest.

2.3.27 Failure to Meet Specifications - A Vendor shall be assessed the liquidated damages described above if the Vendor's products are chemically analyzed (or tested in some other manner) and fail to meet HCPS specifications in the bid.

2.3.28 Vendor Sanctions - A Vendor who fails to pay liquidated damages within 15 days after notification that liquidated damages are due shall lose eligibility to transact business with HCPS for a period of two (2) years after the bid award date. Thereafter, the Vendor may request to, once again, be placed on the bid list.

## 2.4 CONTRACT

The submittal of a Bid shall constitute an offer to contract with HCPS in accordance with the terms of this solicitation. Unless rejected by HCPS, the Bidder may not withdraw the bid until 120 days after the Bid opening. The Bidder is solely responsible for the accuracy of all prices and statements contained in the Bid. No changes or cancellations shall be made thereof. The General Manager, Procurement or designee reserves the right to ask the Bidder for clarification. In addition, procurement staff will review the line-by-line prices. The Procurement Officer will verify the accuracy of additions and extensions, brands, and compliance with all instructions to ascertain that the offer is in accordance with the terms of the competitive solicitation and make adjustments and corrections to mathematical errors.

2.4.1 Non-Exclusive Agreement - This bid does not establish an exclusive arrangement between the

district and vendor. The district reserves, but is not limited to, the following rights:

- The unrestricted right to use others to perform work, provide services, or deliver the same or similar products as described herein when it is to the economic benefit of HCPS.
- The unrestricted right to, separately, bid any work, products, or services as described herein when it is to the economic benefit of HCPS.
- HCPS reserves the right to make purchases of items on this bid from any State of Florida public entity, GSA, BASPC, or any educational purchasing cooperative.

2.4.2 Agreement with Terms & Conditions - This bid, addenda, purchase order(s), and any mutually agreed amendments issued hereunder constitute the entire agreement between HCPS and the Vendor.

2.4.3 Additional Terms & Conditions – HCPS shall not evaluate any additional terms and conditions included with the bid response. Any Bidder-submitted additional terms and conditions, whether through intent, design, or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates, or warranty shall have no force and effect and are inapplicable to this bid. The Bidder agrees that the terms and conditions in this competitive solicitation are the only conditions applicable to this Bid. The Bidder's signature, affixed to the vendor acknowledgement form, attests to this.

2.4.4 Small Business Enterprises (SBE) - HCPS encourages participation of small and minority-owned business enterprises in the provision of goods, services, and construction. If third-party agreements are necessary for the awarded firm to complete this contract, HCPS recommends using a small or minority-owned business.

2.4.5 Bidder Liability: HCPS expects Bidders to examine the specifications and all special and general conditions, requirements, and instructions. HCPS will not accept variations to requirements,

specifications, or agree to pay additional fees due to the Bidder's failure to make the necessary examinations and investigations, visit appropriate site locations, and become familiar with all locations covered under this bid, or failure to fulfill, in every detail, the requirements of the bid documents. Failure to do so is at the Bidder's risk. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of the bid.

2.4.6 Responsive, Responsible Bidder - No Bids shall be accepted from, or purchase order issued to any person, firm or corporation that is in arrears for any obligations to HCPS or that otherwise may be deemed irresponsible or unreliable by the General Manager, Procurement.

2.4.7 Signature - All participating vendors, by their signature, shall agree to comply with all of the conditions, requirements and instructions of this bid as stated or implied herein. This is an agreement that the named vendor shall sell to HCPS during the contract period, the goods, wares, merchandise, or services at the unit prices indicated, based upon subsequent documents issued by the Procurement Department.

2.4.8 Bid Retention - Hillsborough County Public Schools reserves the right to retain all bids for a period of forty-five (45) days, reject any or all bids, waive any informalities and/or irregularities thereof.

2.4.9 Variance in Condition - All special conditions and specifications attached hereto which vary from these general conditions shall have precedence.

2.4.10 Acceptability of Bids - HCPS shall be the sole judge as to the acceptability of any bid and the terms and conditions thereof, without qualifications or explanation to Bidders. In case of any doubt or difference of opinion as to the items hereunder, the decision of HCPS shall be final and binding on both parties.

2.4.11 Warranty -The Vendor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the vendor knows of the purchaser's intended use,

the vendor warrants that the goods or services are suitable for that intended use.

2.4.12 Inspection of Vendor's Facilities - HCPS reserves the right, prior to award of any contract or bid, to inspect the prospective vendor's facility and place of business to determine that the vendor has a regular, bona fide established business that is presently a going concern and is likely to continue as such.

2.4.13 Publications and Discoveries - Any publications, discoveries, or inventions arising from collaborative efforts on the part of participating vendor and HCPS employees will be the joint property of the vendor and HCPS. Any publications, discoveries, or inventions arising from the single efforts of participating vendor or HCPS employees will be the property of the authorizing agency, with acknowledgement to, and collaboration with HCPS as to the intended use of such products.

2.4.14 Assignment – The Vendor, whether under separate contract or not, shall not assign any part or whole of this bid or agreement to another party, subcontractor(s), or company nor shall they assign any money due or to become due to him here under, without the previous written consent of HCPS.

## 2.5 CATALOG BIDS

The following applies to all catalog bids or the catalog portion of the bid.

2.5.1 Catalogs & Brochures - Complete technical information and sales brochures may be required at time of bid opening or upon award. Final consideration of any offered equal may require the distribution of samples for visual inspection, a list of local references is required.

2.5.2 Addition/Deletion of Items for Catalog Bids - Any listed items in the current catalog added/deleted by the Vendor during the contract period shall automatically be added/deleted to this bid.

2.5.3 Catalog With Bid - All bidders must submit two (2) copies of all catalogs under this contract with their bid submittal.

2.5.4 Electronic Catalogs - HCPS may use the online electronic version if the Vendor can configure the prices with the applied discount. Online orders may use the HCPS Purchasing Card Program.

2.5.5 Updating Of Catalogs – Fixed Bid pricing shall apply to the current catalog in use by all schools and departments. HCPS shall not authorize price increases until the Procurement Department approves the new catalog. As new catalogs become available, it is the Bidder's responsibility to have the following:

2.5.5.1 New catalog approved by the designated buyer in the Procurement Department before its effective date and distribution to the rest of the schools/departments.

2.5.5.2 Deliver sufficient quantities of new catalogs to all schools and departments with notice explaining new pricing, before effective date.

2.5.5.3 Establish effective date with buyer.

The Vendor shall honor its previous price if any price discrepancies occur because of the Vendor's failure to adhere to the above guidelines.

## 2.6 LAWS AND REGULATIONS

The Vendor shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Vendor shall comply with all federal, state, and local laws that may affect the goods and/or services offered.

2.6.1 Legal Venue - Venue for all legal action regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Hillsborough County, State of Florida.

The laws of the State of Florida shall govern this transaction.

2.6.2 Tax Exemption - Purchases made under this bid are exempt from all Federal excise and State sales tax.

2.6.3 Purchases by State Contract and Other Public Agencies - Pricing shall remain firm throughout the specified period. Bidders with a current contract with the State of Florida's, Department of Management Services, to supply items offered in this bid, may quote not more than that contract's

price. Failure to comply with this request will result in disqualification.

2.6.4 Hillsborough County Governmental Purchasing Council - Reference Laws of Florida 69-1112 and 69-1119 - All Bids awarded by HCPS, in response to this competitive solicitation, shall be as bids to members of the Hillsborough County Governmental Purchasing Council. Members, at their discretion, may utilize the Agreement that results from this competitive solicitation. Members may purchase the goods, services, and/or work under the same terms and conditions as the Contract between the Vendor and HCPS.

The Members will issue their own purchase orders, issue payments, and coordinate the service locations with the Vendor, as applicable. The Hillsborough County Governmental Purchasing Council consists of the following agencies:

- Children’s Board of Hillsborough County
- City of Plant City
- City of Tampa
- City of Tampa Housing Authority
- City of Temple Terrace
- Clerk of the Circuit Court
- Expressway Authority
- Hillsborough Area Regional Transit Authority
- Hillsborough Community College
- Hillsborough County Aviation Authority
- Hillsborough County Board of County Commissioners
- Hillsborough County Sheriff
- Property Appraiser
- State Attorney’s Office
- Supervisor of Elections
- Tampa Palms Community Development District
- Tampa Port Authority
- Tampa Sports Authority
- Tax Collector

2.6.5 Optional Provision For Other Agencies - The Vendor may agree to extend other government agencies, departments, and municipalities the Bid prices submitted in accordance with the terms and conditions of this Invitation to Bid, should any governmental entity desire to buy under the Contract resulting from this Invitation to Bid.

2.6.6 Kickbacks – HCPS shall disqualify from award, any Vendor or its subcontractor if found to have offered or tendered any gratuities or "kickbacks" to any HCPS employee.

2.6.7 Licenses, Permits And Fees - The Vendor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein.

Damages, penalties, and/or fines imposed on HCPS or the Vendor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Vendor.

2.6.8 Public Entity Crimes - 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 vendor, 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.”

2.6.9 The Bidder certifies, by submission and signature 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 per the provisions of Florida Statute 287.133 (2) (a).

2.6.10 Federal Debarment Certification - The prospective vendor certifies, by submission and signature of this bid, that the vendor complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility, and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 Code of Federal Regulations (“CFR”), part 85, as

defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, for all programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be completed, signed, and submitted with the bid in order for the submitted bid to be considered. A new form is required with each bid submitted. Any bid that does not include this required Form will not be evaluated and will not be considered for award. A signature is required on both the Form and the Vendor Acknowledgement page. A signature on one document cannot be substituted for the signature required on the other documents.

2.6.11 Public Records Laws - All information submitted in response to this request shall be subject to compliance with s. 119.07, F.S., Public Records Law and s. 812.081, F.S, Trade Secrets. The Bidder must submit all "trade secret" information in a separately labeled envelope. If challenged, the Bidder who submits the "trade secret" information will bear all costs associated with defending their position.

2.6.12 Protests - Any protest concerning bid specifications, a decision or intended decision pursuant to this solicitation shall be made in accordance with s. 120.57(3), F.S. and the District's Policy Manual, 6320 (Vendor Protest/Supplier Debarment). Questions to the Procurement Department, Board member, or any HCPS employee shall not constitute formal notice of a protest. HCPS will post the Board recommendations and tabulations for this bid on VendorBid.net at <https://www.vendorbid.net/hillsborough/>. It shall be the sole responsibility of each Bidder to review this solicitation on VendorBid.net.

Failure to file a protest within the time prescribed in s. 120.57(3) b, F.S., shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

## 2.7 AWARD

- 2.7.1 Emergency Purchases - HCPS reserves the right to make emergency purchases from the next low vendor and so on should the Vendor be unable to deliver the required item in the required timeframe.
- 2.7.2 Award to Next Rated Vendor - In the event of default, error in award or non-availability of product, HCPS reserves the right to utilize the next rated low vendor and their stated bid prices as needed.
- 2.7.3 Tie Bid – HCPS shall decide in case of a tie (Should there be a tie on either the unit price (if awarded on a per item basis), sections of the bid or bids awarded by section) or the whole bid (all or none bids or service bids)) upon using the following order:
- 2.7.3.1 Companies who certify they are a drug-free workplace.
- 2.7.3.2 Companies registered with HCPS as a small business enterprise.
- 2.7.3.3 Companies certified as a small/minority/women-owned business by a governmental entity in Hillsborough County.
- 2.7.3.4 Companies certified as a small/minority/women-owned business by a governmental entity in the Tampa Bay area.
- 2.7.3.5 Companies certified as a small/minority/women-owned business by the State of Florida.
- 2.7.3.6 Companies located in Hillsborough County, Florida.
- 2.7.3.7 Companies receiving the larger dollar award on other items within the bid.
- 2.7.3.8 Companies located in Florida.
- 2.7.3.9 All else being equal, a coin toss will decide the award.

The above guidelines do not preclude the possibility of splitting an order if the two winning Vendors agree to multiple awards.

2.7.4 Rejection of Bids - HCPS reserves the right to reject any or all bids or parts thereof, and to request re-submission. In acceptance of bids, HCPS shall accept the lowest and best bid from a responsive and responsible vendor. HCPS reserves the right to waive any defect, irregularity, or informality.

2.7.5 Contract Administration - HCPS will periodically inspect work completed or in process to ensure compliance with the requirements of this Agreement. If found that the requirements specified herein are not being satisfactorily maintained, the Vendor shall be contacted to correct any discrepancies, inconsistencies, or faults immediately at no additional cost to HCPS. A second discrepancy notice shall serve, as notification that any future discrepancies, inconsistencies, or items not meeting specifications contained herein will result in terminations of the Vendor's right to proceed further with this Agreement. The Vendor and its sureties may be liable to HCPS for any additional costs incurred by HCPS to complete this Agreement. Henceforth, the Vendor shall be in default and the Agreement subject to termination and further sanctions.

2.7.6 Termination - HCPS reserves the right to terminate all or part of any award when doing so is in its best interest.

With the exception of any award, which HCPS deems to have an impact on security, a minimum of thirty (30) days' notice for termination will be given in writing by the General Manager of Procurement. The Vendor will provide a prorated refund of advance payments to the date of termination. Nothing herein shall give the Vendor authorization to perform the services under this Agreement beyond the time when such services become unsatisfactory to HCPS. HCPS will only pay for the portion of the satisfactorily completed work at the time of termination.

2.7.7 Termination by Default - HCPS intends to contract as specified herein with one or more vendor sources that will give prompt and convenient response to our needs. Any failure of the Vendor to comply with these conditions may be cause for

terminating any resulting contract immediately upon notice by the Procurement Department.

HCPS may notify the Vendor, by written notice, of default, terminate the whole or any part of this Agreement due to Vendor's failure to provide the required products/services in a timely and satisfactory manner. The Vendor will be given written notice and have ten (10) days to remediate such failure after receipt of notice.

2.7.8 Fiscal Non-Funding/Availability Of Funding – For the purposes of this bid, it is understood and agreed between the parties hereto that HCPS shall be bound and obligated hereunder only to the extent that the funds are appropriated and budgeted. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this bid, HCPS shall notify the Vendor of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which appropriation(s) received, sans penalty or expense to HCPS of any kind whatsoever.

## 2.8 DELIVERY

Delivery is called for only between the hours of 8:00 a.m. and 3:00 p.m. Monday through Friday, excluding Hillsborough County Public Schools holidays, unless otherwise specified.

2.8.1 Delivery Date – The Vendor shall guarantee HCPS delivery of all items contained herein by the "delivery date" indicated by subsequent Purchase Orders. Failure to perform delivery within this time shall be deemed to be goods or services delinquent and may result in liquidated damages of one percent (1%) of the price of such delinquent goods for each ten (10) calendar days of delinquency. Assessment of such liquidated damages may be applied to any sums owing said vendor. Assessment of said liquidated damages shall be at the sole discretion of HCPS and administrated by the General Manager, Procurement. These liquidated damages shall be in addition to other conditions cited herein.

2.8.2 Inside Delivery - Vendor is required to provide inside delivery for all units ordered from this bid. HCPS defines inside delivery as unloaded from carrier's vehicle and set inside the designated



facility but not to exceed 300 feet from entrance point or on a different floor level than entrance point.

- 2.8.3 Shipping and Marking - The Vendor will be required to mark all shipments with the HCPS purchase order number clearly visible on the exterior of each container. The Vendor shall include a packing list with each shipment, listing the purchase order number, part number, and description, quantity ordered, quantity shipped, and quantity back ordered.
- 2.8.4 Return Agreement - The Vendor shall agree to accept, for full credit and return shipping charges, the return of any defective item received (whether defective in workmanship, inferior quality or in defective packaging) which is unusable for its intended purpose.
- 2.8.5 F.O.B. Destination - Inspection and acceptance will be FOB Destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Vendor until acceptance by the buyer. If the materials or services supplied to HCPS are defective or do not conform to specifications, HCPS reserves the right to cancel the order upon written notice to the seller. Product returns shall be at the Vendor's expense.

## 2.9 SAFETY/HAZARDOUS MATERIALS

- 2.9.1 Safety - It is the intent of HCPS that all vendors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to HCPS' operations. The Vendor may be required to supply a written copy of their safety program/manual for review after contract award. HCPS may conduct periodic reviews of the Vendor's safety manual and operations. The Vendor and its employees and sub-contractors, performing work under the terms of this Agreement will follow the best safe working practices at all times, as well as comply with all Federal, State, local and HCPS' Safety policies and procedures. This includes operation of vehicles and equipment on District owned property. The Vendor shall immediately report all accidents,

injuries, or incidents occurring on HCPS property to the District Safety Office.

- 2.9.2 Personnel - All employees are to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any HCPS facilities.
- 2.9.3 Qualifications – The Bidder will provide HCPS with written information of key people working under this Agreement prior to dispatching them to conduct services under this Agreement. The Vendor will submit list of all employees that will be working under the Agreement and any additional personnel, and back-up personnel for each function.
- 2.9.4 Uniforms - Employees shall wear a recognizable uniform. HCPS does not allow Indoor usage of hats.
- 2.9.5 Identification - Each technician performing work for HCPS must carry a government issued picture identification and able to present upon request while on HCPS property.
- 2.9.6 Tobacco Products – HCPS allows use of tobacco products in designated areas only.
- 2.9.7 Distracting Behavior - Personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.
- 2.9.8 Day Labor – The Vendor shall not use any Day Labor or temporary workers at any HCPS facility: this includes all technicians subsequently added to Agreement. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.
- 2.9.9 Immigration and Nationalization Act - The employment of unauthorized aliens by any vendor is considered a violation of Section 274 A (e) of the Immigration and Nationalization Act. If the Vendor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.
- 2.9.10 Firearms – HCPS does not tolerate possession of firearms on its property, nor any violations of

Federal and State laws and any applicable HCPS policies regarding the Drug Free Workplace. Violations will be subject for the immediate termination of any Agreement resulting from this competitive solicitation.

- “Firearm” shall mean any weapon (including a starter gun or antique firearm) 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 HCPS property unless approved by HCPS as a function of the Agreement. Any employee of a Vendor or its sub-contractor brings a firearm on HCPS’ property; the Vendor or Sub-Contractor will terminate said employee from the HCPS Agreement. The Vendor or sub-contractor’s failure to terminate said employee is cause for termination of the sub-contractor’s Agreement with the Vendor or HCPS.

**2.9.11** OSHA Compliance - All materials and services supplied to HCPS must conform to all current regulations as specified in “Occupational Safety and Health Act of 1970,” Public Law 91-596 91” congress. 2193, as amended, which includes Chapter XVII Occupational Safety Health Act, Department of Labor, Part 1910 – Occupational Safety and Health Standards, UL safety regulations and other standards for educational use as required by the US government, State of Florida, Hillsborough County and/or local municipality. This includes various safety accessories, and it is the vendor’s responsibility to meet the necessary requirements.

The District Safety Office will monitor and enforce compliance to Occupational Safety and Environmental Health regulations by all vendors who provide services and/or products to HCPS.

**2.9.12** Materials Safety Data Sheets (MSDS) - Any item delivered or used when providing services under this contract must have a published material safety data sheet (MSDS). Each MSDS must be in English (Spanish may be required by HCPS) and include

information regarding the specific chemical identity of the hazardous chemical(s) involved and their common names. Information must be provided regarding the (i) physical and chemical characteristics of the hazardous chemical, (ii) known acute and chronic health effects and related health information (iii) exposure limits, (iv) whether the chemical is considered a carcinogen by the National Toxicology Program (NTP), International Agency for Research on Cancer (IARC), or Occupational Safety and Health Administration (OSHA), (v) emergency first-aid procedures, and (vi) identification of the organization responsible for preparing the MSDS.

**2.9.13** The District Safety Office - The District Safety Office must approve all hazardous materials used by outside vendors prior to use. All vendors performing work for HCPS are responsible to provide written notification and material safety data sheets to the District Safety Office for any hazardous material that may be used. HCPS defines hazardous material as “any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health.” These substances are classified as poisonous, toxic, corrosive, and flammable, explosive, radioactive or otherwise have any warning on the product label.

All requests for approval of products shall be to the District Safety Office at 4224 West Crest Avenue, Tampa, FL 33614, Telephone (813) 872-5263 facsimile (813) 356-1471.

**2.9.14** Evaluation of Products - Current, legible copies of MSDS will be used to evaluate all products. The Bidder must provide this information at least five (5) working days prior to use and must include the Vendor’s safety plan (precautions needed by the Vendor’s employees).

After review by the District Safety Office, HCPS will issue the original MSDS provider a copy of the MSDS stamped approved with or without additional restrictions or disapproved.

**2.9.15** Use of Hazardous Materials - The Vendor using the product must follow any identified restrictions and

maintain a copy of the approved MSDS at the job location.

Use of any product at an HCPS site shall be in accordance with the manufacturer's instructions and applicable District policies.

2.9.16 Working Practices - All vendors and their employees, including sub-contractors performing work under the terms of this contract, will follow the best environmental working practices at all times. The Vendor shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to HCPS operations as well as comply with all Federal, State, local and HCPS environmental policies and procedures. The Vendor may be required to supply a written copy of their environmental program/manual for post-award review. HCPS may conduct periodic reviews of the Vendor's environmental manual and operations. The Vendor will be responsible for removal and clean-up of all contamination (or potential contamination) upon occurrence or when identified by the District Safety Office. All incidents shall be immediately report to the District Safety Office.

2.9.17 Approved Product Use – HCPS will not approve certain products for use in HCPS to prevent any incidence of exposure to its students or employees. Further, HCPS may apply stringent restrictions to the use of certain products to reduce or eliminate the incidence of exposure.

- A product approved for use by District employees does not constitute an automatic approval for use by the Vendor. All products used by the Vendor require approval for each specific job within HCPS.
- HCPS employees will not use products approved for use by Vendors unless the Vendor provides a specifically approved MSDS to the supervisor and/or to the worksite's MSDS book.
- Use of hazardous materials at sites where no students or District employees are assigned

does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State, & local regulations shall apply.

2.9.18 Removal of Hazardous Materials - The Vendor is responsible for removal of all products used on projects immediately upon completion. The Vendor will list products left for District use on a manifest indicating type of container, amount, and the location of the product. HCPS employee who originated the service or contract shall sign the manifest and send to the District Safety Office.

2.9.19 Asbestos Containing Materials (ACM)/ Lead Based Paint (LBP) - ACM and LBP are present in many HCPS buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, the Vendor may create a hazard when ACM and LBP are disturbed. The Vendor is responsible for contacting the District Safety Office prior to commencing any work that may disturb any ACM or LBP at District facilities.

2.9.20 Debris Removal - The Vendor shall be responsible for removal of all debris from the site and cleaning work areas and shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a HCPS representative, shall remove such debris and materials from property.

HCPS PROHIBITS THE USE OF ITS DUMPSTERS AND/OR THE LEAVING OF DEBRIS ON ITS SITES.

## 2.10 FACILITY SECURITY

All personnel must coordinate with the facility's front office or security personnel. Employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours.

All personnel must remain in the assigned work area.

It shall be the sole responsibility of the Vendor performing services for this Agreement to safeguard its own materials, tools, and equipment.

Under no circumstances shall HCPS assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

### 3 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

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#### 3.1 OFFICE OF SUPPLIER DIVERSITY (OSD)

HCPS expects participation of HCPS Office of Supplier Diversity (OSD)-registered Small Business Enterprise (SBE) vendors in the provision of goods and services. If third-party agreements are necessary for the Vendor to complete this Contract, HCPS recommends using an OSD-registered SBE vendor. Vendor will indicate whether third-party vendors are OSD-registered SBEs, or provide a plan to incorporate a SBE in the project and provide evidence (copies) of applicable certifications.

- 3.1.1 OSD: Vendor Directory Search - The HCPS Office of Supplier Diversity (OSD) can provide you with an online directory of all certified small businesses by commodity or service. Vendors appearing on the website: <http://www.sdhc.k12.fl.us/doc/list/office-of-supplier-diversity/documents-forms/25-119/> will be accepted by HCPS as a certified small business enterprise if the vendor(s) submits with their bid response a copy of the certificate from the OSD. You may contact the Supplier Diversity Officer at 4901 East Dr. Martin Luther King, Jr. Blvd. Tampa, Florida 33605 Phone: (813) 635-1240, Fax: (813) 635-1245.
- 3.1.2 SBE Eligibility - Any business with a staff of 100 employees or less, whose average net-income is equal to or less than \$2,000,000 and its net worth is equal to or less than \$3,000,000. Each business applying for registration must meet the following eligibility standards:
- (i) Must be an independent business that has an office in the Tampa Bay area (Hernando, Hillsborough, Manatee, Pasco, Pinellas, Polk, or Sarasota Counties), and
  - (ii) must have been in existence and served the Tampa Bay Area in a commercially useful capacity for no less than one (1) year prior to application, and
  - (iii) be a business with a staff of 100 employees or less, and
  - (iv) must have an average net income of \$2,000,000 or less and a net worth of \$3,000,000 or less, and
  - (v) must be certified with one of the following agencies: City of Tampa, Florida Statewide & Inter-Local Certification, Hillsborough County, or Florida Minority Supplier Development Council (FMSDC).
- 3.1.3 Business Utilization Report - To facilitate an effective monitoring system, each Vendor must generate and submit a completed, signed Utilization Report with the bid submission (including the names, addresses and contact persons of all subcontractor's if any, to be used in the Agreement, the type of work each business will perform, and the dollar value of the work and the scope of work). The Utilization Report submitted by the Vendor shall be a part of the Agreement with HCPS. If the information contained in the Vendor's Utilization Report changes upon execution of the Agreement, the Vendor shall amend the Utilization Report and such amended Utilization Report shall be incorporated into the contract.

The Vendor and any of its subcontractors agree to provide such information as the OSD shall request regarding the utilization of small, minority, and women-owned business enterprises. The Vendor shall generate and supply an updated report (Utilization Report) of any OSD SBE vendors to the OSD office on a quarterly basis.

- Subcontractor Participation A prime vendor must identify S/M/WBE utilization expenditures to certify S/M/WBE and OSD-registered subcontractors that perform a function in the work of the contract.
- A subcontractor must identify whether they enter into second tier subcontracts with an S/M/WBE subcontractor to ensure completion of work.

## 4 NO BID STATEMENT



**ITB: 14115-EST TV Studio Equipment-Purchase, Installation, Repair, and Related Parts**

Regarding the above ITB, I hereby submit a "no bid" for the reasons checked below:

- Insufficient time to respond
- Could not meet Insurance requirements
- Addenda were received too late to respond
- Could not meet bonding requirements
- Could not meet specifications
- We do not offer the product or service requested
- Specifications were unclear or restrictive
- Our schedule will not permit us to respond
- Terms & Conditions were unclear or restrictive
- We do not bid directly
- Keep our company on this bid list for future bids
- Remove our company name from this bid list for future bids
- Other:

Please provide any additional explanation for not participating in our bidding process:

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Signature of Owner or Authorized Officer/Agent

Print Name/Title

E-mail

Thank you for your participation in our bid process and we look forward to opportunities for you to respond in the future.

Teri Solomon

**\*\*No Bid Statement may be submitted via facsimile to 813-272-4390, mailed to the bid delivery location on the front page of this document, or emailed to the contact person listed.\*\***

## 5 CONTACT INFORMATION AND CERTIFICATION

Bidder must supply the information listed below for Bid consideration. The signer of this bid response guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by HCPS, or its representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

The undersigned certifies that he/she is authorized to sign this bid for the vendor and that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. The undersigned certifies acceptance of this bid's terms, conditions, specifications, attachments, and addendum.

Company Name:		
Address:		
City, State:		Zip:
FEIN:	E-Mail:	
Office Telephone: (    )	Fax: (    )	
Contact/Account Representative Name:		Title:
Address:		
Telephone: (    )	Cell: (    )	Fax: (    )
Email Address:		
Is your company registered as an SBE with HCPS' Office of Supplier Diversity? <input type="checkbox"/> Y <input type="checkbox"/> N		
Is your company M/SBE certified with any of the following agencies: (i) City of Tampa, (ii) Florida Statewide, (iii) Inter-Local Certification, (iv) Hillsborough County, or (v) Florida Minority Supplier Development Council? <input type="checkbox"/> Y <input type="checkbox"/> N		
Preferred method to receive purchase orders: <input type="checkbox"/> US Mail <input type="checkbox"/> Fax		
Signature of Owner or Authorized Officer:		
Typed (Printed) Name and Title of Above:		Date Submitted:    /    /

## 6 DEBARMENT CERTIFICATE

A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions, for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be completed, signed and submitted with the bid in order for the submitted bid to be considered. Every time a bid is submitted, a new form is required. Any bid that does not include this required Form will not be evaluated and will not be considered for award. A signature is required on Both the Form AND the Bidder Acknowledgement page. A signature on one document cannot be substituted for the signature required on the other documents.

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### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

Project/Bid Name

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Name(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participating in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## 7 ADDENDA FORM

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As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via Vendorbid.

Receipts of the following Addenda are hereby acknowledged: (List all Addenda as follows):

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Dated: \_\_\_\_\_ this \_\_\_\_\_ Day of 20\_\_.

Name of Organization: \_\_\_\_\_

BY: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 8 PUBLIC ENTITY CRIMES

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Per the provisions of Florida Statute 287.133 (2) (A), "A person or affiliate who has been placed on the convicted Vendor(s) list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor(s), supplier, sub-contractor(s) 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 287.01 7 for category two for a period of 36 months from the date of being placed on the convicted Vendor(s) list."

\_\_\_\_\_  
Company Official Signature

\_\_\_\_\_  
Date

## 9 DISPUTE RESOLUTION CLAUSE

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In the event a dispute occurs, or a clarification of minor contract terms becomes necessary, please indicate your Proposer representative. The District representative will be the General Manager of Procurement.

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Representative's Name

---

Telephone Number

## 10 FAIR LABOR STANDARDS ACT – “HOT GOODS”

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The undersigned hereby certify that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

The undersigned shall be required to stamp or print such certifications on the invoices which covers the resalable goods shipped, and which are furnished to the School District.

---

Company Official Signature/Date

# 11 DRUG FREE WORKPLACE CERTIFICATION

In case of a tie, HCPS shall give preference to businesses with drug-free 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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. HCPS shall follow the previously stated established procedures for processing tie proposals if none of the tied Proposers has a drug-free workplace program. To have a drug-free workplace 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 proposal 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 proposal, 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 COMPANY COMPLIES FULLY WITH THE ABOVE DRUG-FREE WORKPLACE REQUIREMENTS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## 12 BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If box is checked, the Bidder must fill in the information below.

### 12.1 PREFERENCE TO FLORIDA BUSINESSES

In accordance with Florida Statute 287.084, HCPS purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply, is by a vendor whose principal place of business is in a state or political subdivision thereof which:

- grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then HCPS shall award a preference to the lowest responsible and responsive vendor having a principal place of business within the State of Florida. The preference granted will be equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business.
- does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5%) percent.

Vendors who respond to this solicitation, whose principal place of business is outside of the State of Florida, must provide a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts, see "Bidder's Statement of Principal Place of Business".

---

Name of bidder

---

Identify the state in which the bidder has its principal place of business

---

Bidder's signature

#### 12.1.1 Instructions

IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

#### 12.1.2 Opinion of Out-Of-State Bidder's Attorney On Bidding Preferences (To be completed by the Attorney for an Out-of-State Bidder)

12.1.3 Notice - Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state

[or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Fla. Stat.

12.1.4 Legal Opinion About State Bidding Preferences

**(Please Select One)**

\_\_\_\_\_ The bidder’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

\_\_\_\_\_ The bidder’s principal place of business is in the State of \_\_\_\_\_ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: \_\_\_\_\_

12.1.5 Legal Opinion About Political Subdivision Bidding Preferences

**(Please Select One)**

\_\_\_\_\_ The bidder’s principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

\_\_\_\_\_ The bidder’s principal place of business is in the political subdivision of \_\_\_\_\_ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: \_\_\_\_\_

\_\_\_\_\_  
Signature of out-of-state bidder’s attorney

\_\_\_\_\_  
Printed Name of Out-Of-State Bidder’s Attorney

\_\_\_\_\_  
Address of Out-Of-State Bidder’s Attorney

\_\_\_\_\_  
Telephone Number of Out-Of-State Bidder’s Attorney

\_\_\_\_\_  
Email Address of Out-Of-State Bidder’s Attorney

\_\_\_\_\_  
Attorney’s States of Bar Admission

# 13 BID RESPONSE FORM

## 13.1 DELIVERY

Please answer the following questions:

13.1.1 What is your company's response/delivery time after receipt of order? \_\_\_\_\_

## 13.2 MINIMUM ORDER

13.2.1 Vendor requires a minimum order: \_\_\_ Yes \_\_\_ No

13.2.2 If yes, what is the amount of minimum order? \_\_\_\_\_

(Note: a minimum order requirement may be cause for rejection of this response).

## 13.3 LOCAL REPRESENTATIVE

Representative responsible for our account:	
Representative contact information:	Office Phone #: _____  Email: _____  Cell Phone #: _____
Mark "X" the best method to contact your representative:	<input type="checkbox"/> Cell Phone <input type="checkbox"/> Email <input type="checkbox"/> Office Phone

### 13.4 PRICING

"Bid Only", "Only", "Or Equal", "Approved Brands", "No Substitutes" - When an item appearing in this bid document is listed by a registered trade name and the wording "no substitute, bid only or only" is indicated, only that trade-named item will be considered. Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal", or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

Item #	Description (Brand Model)	Bid Only/ Or Equal	Estimated Quantity	Unit Price
1	Camcorder, 3CCD, AVCHD Panasonic AGHMC80PJ	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	2	
2	Camcorder, Canon Vixia HFR40	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	4	
3	Camcorder, Panasonic AG-HMC80PJ 3MOS AVCCAM HD Shoulder-Mount	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	10	
4	4 Input Switcher System, Data Video SE-500KIT, to include SE-500 4 Input switcher, TLM702 Monitor, RKM572 Holder	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	14	
5	4 Input Switcher, SE-500	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
6	Monitor, TLM702	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
7	Monitor Holder, RKM572	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
8	Microphone, Lavalier, Shure MX183	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	8	
9	Microphone, Lavalier, Shure SM586LC 20	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	20	
10	Production System, NewTek Tricaster, 455	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
11	Lamp, Studio, Lowel FLE 400CM	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	3	
12	Lamp, Studio, Lowel FLE 200CM	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	4	
13	Lamp, Studio, Lowel FLS 55TU 3200K	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	30	
14	Foam, Widescreen, Audio-Technica AT8154	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	12	

Item #	Description (Brand Model)	Bid Only/ Or Equal	Estimated Quantity	Unit Price
15	Microphone, Wireless, Sennheiser EW 112PG3	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	2	
16	Microphone, Wireless, Sennheiser EW 135PG3	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	2	
17	Control Surface, Newtek, TC40CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	5	
18	Control Surface, Newtek, TC40E	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
19	Control Surface, Newtek, Tricaster 460CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
20	Control Surface, Newtek, Tricaster 860CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
21	Control Surface, Newtek, Tricaster 8000CS	<input checked="" type="checkbox"/> Bid Only/ <input type="checkbox"/> Or Equal	1	
22	Sound System Package, System III, to include the following components: Peavey Escort 600, PVi microphone with cable, digital multi-effects, USB/MP3 player, blue tooth, FLS feedback location, folding speaker stands, all cables and wheels. 600 watt/9 channel stereo.			Package Price:
23	Sound System Package, System II, complete turnkey plug and play system to include the following components: (1) PVi8500 mixer/amp with blue tooth, (1) Monster power AC Strip (PRO600), (1) MRC-80 open rack, (1) UCD 100 CD/USB player 9-rack, (2) PSS980 speaker stands, (2) PVX12 speakers, (2) 25 ft. Speakon speaker cables, (1) PVMSP1 microphone/boom stand/cable 400 watt dual amplifier.			Package Price:



24	<p>Sound System Package, System I, complete turnkey plug and play system to include the following components:</p> <p>(1) ProLok 16 rolling rack case with mixer rack, (1) PV14USB Mixer, (1) UCD 100 CD/MP3 player (rack), (1) PV IPR3000 power amp with processor, (1) Blue Deck blue tooth rack, (2) PVX15 speakers, (1) Audio Technica System 10 wireless microphone (digital), (2) PSS980 speaker stands, (1) Monster power AC Strip (PRO600), (2) 25 ft. speakon speaker cables. All components wired to mixer, (2) speakon 4-pole mounts on side of rack for speaker connections, and cable for iPhone/computer input. 3000 watt.</p>	Package Price:
25	Service Call Charge	/EA
26	Labor Rate, during normal school hours	/HR

13.5  CATALOG/RELATED PARTS

If box is checked the following apply. Please complete as applicable.

Discount pricing will be used for unspecified miscellaneous related items, also referred to as "Balance of Line" or catalog items. Any discounts offered will remain firm for the contract term.	Description (Catalog Name & Year) (If applicable)	Quantity Breaks (if applicable)	Discount % off List Pricing	Exceptions
Balance of Line-Acer				
Balance of Line-Audio Technica				
Balance of Line-Bogan				
Balance of Line-Canon				
Balance of Line-Data Video				
Balance of Line-LG				
Balance of Line-Lowel				
Balance of Line-Newtek				

Discount pricing will be used for unspecified miscellaneous related items, also referred to as "Balance of Line" or catalog items. Any discounts offered will remain firm for the contract term.	Description (Catalog Name & Year) (If applicable)	Quantity Breaks (if applicable)	Discount % off List Pricing	Exceptions
Balance of Line-Sennheiser				
Balance of Line-Peavey				
Balance of Line-Shure				
Balance of Line-TEC				
Balance of Line-Tricaster				
Other:				
Other:				
Other:				
Other:				

PLEASE SEE EXHIBIT A FOR A LIST OF EQUIPMENT IN OUR SCHOOLS.

## 14 PAYMENT TERMS

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### 14.1 ACCOUNTING AND INVOICING

All accounting and invoicing correspondence must reference an HCPS purchase order number. HCPS complies with the Florida Prompt Payment Act (ss.218.70-218.80). Invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All payments, other than payments for construction services, due and not made within the time specified by this section bear interest from 30 days after the due date at the rate of one (1%) percent per month on the unpaid balance.

- 14.1.1 Original invoices shall be submitted to HCPS Accounts Payable Department, as provided for on the purchase order.
- 14.1.2 All service agreements require a duplicate invoice, clearly identified as a "duplicate" or "copy" to the ordering department or designated project leader.
- 14.1.3 Individual purchases may be covered by purchase orders issued against the contract as item(s) are required and/or blanket purchase orders will be issued.
- 14.1.4 Payment for services shall be made by submission of a monthly invoice. The monthly invoice will include all scheduled services and/or product purchased completed and/or purchased during the one-month period.
- 14.1.5 HCPS personnel may choose to use a Visa Purchasing Card in place of a purchase order to make purchases from this bid. Unless exception to the condition is acknowledged on the Bid Response Form, the vendor, by submitting a bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your bid to be declared non-responsive.
- 14.1.6 For actual deliveries made, payments shall be made on a per order basis.

## 14.2 PURCHASING CARD (P-CARD)

The District has implemented a Purchasing Card Program to streamline the procurement process. By making purchases with the Visa Purchasing Card, HCPS can more effectively control procurement activities while hastening the Vendors ability to receive payment. Payments made to the Vendors may be by a Visa Purchasing Card but may be changed at any time during the contract period.

### 14.2.1 Payment Method

Please select only one (1) payment option from the following list.

- NET 45:** (Standard payment terms): Invoice will be paid in 45 days with no cash discount
- NET 14:** *This option is available only to HCPS OSD-registered vendors.* Invoices are paid in 14 days with no cash discount. Non-OSD registered vendors who mistakenly choose this option will be paid at the NET 45 days standard.
- \_\_\_\_\_ %: **21 Days, Net 45:** (Discount for early payment; i.e.: 2% 21, NET 45). Invoices, less agreed upon discount, are paid in 21 days.
- Note: This option requires you to enter a discount percent
- NET 21:** (E-Payables option; Visa virtual credit card)
- Contact the Procurement Department for specific information for the E-Payable option.
  - This option will require the use of credit cards through your financial institution and/or credit card processor.
- P-CARD:** (Visa purchasing card)

Contact the Procurement Department for detailed specifications on the use of P-Cards. Note: You may be required to provide third level information, if warranted.

\_\_\_\_\_ I **do accept** the Purchasing Card conditions stated in this solicitation.

\_\_\_\_\_ I **do not accept** the Purchasing Card conditions stated in this solicitation.

Please check below which level of reporting your company offers its customers utilizing the P-Card.

\_\_\_\_\_ **Level 1:** includes the basic information found on a typical credit card statement.

\_\_\_\_\_ **Level 2:** Level 1 information, plus sales tax and transaction data field (usually 16 characters) providing information related to the transaction, such as an order number or an employee name.

\_\_\_\_\_ **Level 3:** Level 2 information, plus other useful data (item product code, item description, quantity, price, and so on). Level 3 reporting provides information usually found on a typical invoice.

\_\_\_\_\_  
Vendor Signature/ Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Name/Title

# 15 INSURANCE

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## 15.1 COMPLIANCE WITH INSURANCE REQUIREMENT

The Vendor shall procure and maintain in force such insurance as will protect the Vendor from claims under the Workers' Compensation laws, disability benefit laws, or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of the Vendor's employees including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than the Vendor's employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting therefrom, any or all of which may arise out of or result from the Vendor's operations under the Agreement documents, whether such operations be by the Vendor or its subcontractor or anyone directly or indirectly employed by any of them or for whose acts for which any of them may be legally liable. This insurance shall be written for not less than the limits of liability specified in the Bid or as required by law, whichever is greater, and shall include contractual liability insurance. Before starting the work, the Vendor will file with HCPS certificates of such insurance, acceptable to HCPS.

- 15.1.1 Certificate of Insurance - Prior to providing any Work the Contractor shall procure and maintain insurance of the types and to the limits specified below (for contracts valued under \$1,000,000). Proof of insurance shall be in the form of an Association for Cooperative Operations Research and Development (ACORD) certificate of insurance. All policies of insurance under this contract shall include as additional insured: Hillsborough County Public Schools 901 East Kennedy Boulevard, Tampa, Florida 33602, and its employees. All policies shall provide for separation of insured's interests such that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought.
- 15.1.2 Commercial General Liability Insurance - The Vendor shall maintain commercial general liability insurance in at least the amounts, as follows:
- General Aggregate: \$1,000,000
  - Each Occurrence: \$500,000
  - Products/Completed Operations Aggregate: \$500,000
  - Personal and Advertising Injury: \$500,000
  - Damage to Rented Premises (Fire Legal Liability): \$50,000
  - Medical Payments Property \$1,000,000 minimum, or
  - \$5,000,000 combined single limit (CSL), in lieu of the above.
- 15.1.3 Automobile Liability Insurance - The Vendor shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts, as follows:
- Bodily Injury (per person per accident): \$500,000
  - Personal Injury Protection (no fault) \$10,000
  - Property Damage: \$500,000
  - Hired – non owned liability: \$500,000
  - Medical Payments: \$5,000, or
  - Combined Single Limit (CSL), in lieu of the above splits: \$1,000,000
- 15.1.4 Workers' Compensation Insurance - The Contractor is required to supply HCPS with proof of compliance with the Workers' Compensation Act while performing work for HCPS. Neither the Contractor nor its employees are employees of HCPS. HCPS must receive proof of compliance prior to performing any work under this contract. If the Vendor fails to maintain the State of Florida requirement for workers' compensation coverage, the certificate

of insurance shall state that the contractor waives subrogation regarding workers' compensation and provide proof of exemption.

If sole proprietor, a copy of the exemption form (F.S. 440.05(2)) is required with your bid response.

15.1.5 Additional Insurance - If box is checked, the following apply:

Professional Liability and/or Errors and Omissions Liability

- Bodily Injury and Property Damage (each claim and aggregate): \$1,000,000
- Maximum Self-insured Retention/Deductible: \$1,000,000

Pollution Liability

- Bodily Injury and Property Damage (each claim and aggregate): \$1,000,000

## 15.2 INDEMNIFICATION

15.2.1 General Indemnification - The Vendor shall indemnify, hold harmless, and defend Hillsborough County Public Schools, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which HCPS, its agents or employees may pay or become obligated to pay on account of any actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the vendor, his agents or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by HCPS for the purpose of performing services during the term of this Bid.

15.2.2 Indemnification for Copyright Infringement – The Vendor shall defend, indemnify, and hold HCPS and its successors and assigns harmless from and against all third-party claims, suits and proceedings, and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark, or (ii) misappropriation by Contractor of any third party trade secret in connection with any of the foregoing.

15.2.3 Intellectual Property Rights (Technology) – The Vendor will indemnify and hold HCPS harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by HCPS. If Contractor uses any design, device, materials, or works covered by letters, service mark, trademark, patent, copyright, or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**The Bidder understands and agrees to abide by the above requirements during the term of the agreement. The Bidder also understands that failure to adhere to the above requirements during the term of the agreement is reason for termination by default.**

\_\_\_\_\_  
Company Name:

\_\_\_\_\_  
Signature/Title

# 16 REQUIRED SUBMITTALS CHECKLIST

Company Name: \_\_\_\_\_

Signature/Title \_\_\_\_\_

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 to make sure you have enclosed **all required submittals before sealing and mailing your bid/proposal**. Items checked "Required" must be submitted at the time you submit your bid or your bid will be **declared non-responsive**. Items checked as "Requested" shall be submitted at the solicitation due date with your bid/proposal to facilitate the evaluation process, but will not be cause for declaring your bid non-responsive. Note: Submittal is **required** for each box checked (or where applicable) for bid/proposal to be considered.

Verified by Evaluator	Required	Requested	Description of Submittal
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Business (Occupational) License (If applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Manufacturer's certificate of warranty (If applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	MSDS Sheets (If applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance: Provide only proof of insurability at Bid submittal.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contact Information & Certification
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Debarment Certificate
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Addenda Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public Entity Crimes
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Dispute Resolution Clause
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fair Labor Standards Act
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drug Free Workplace
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bidder's Statement of Principal Place of Business
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Catalogs (If applicable)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Response Form
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Product Samples (If applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	List of References
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Payment Terms
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Illustrations (If applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work Schedule: Only required if completion will run beyond (30) days
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Understanding of Insurance Requirement Signature
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Procurement Officer Signature \_\_\_\_\_