INVITATION TO BID (ITB) & BIDDER’S ACKNOWLEDGEMENT

ISSUE DATE: January 14, 2020

Purchasing Contact:
Shanna Duncan (850) 833-5842
shanna.duncan@okaloosaschools.com

ITB TITLE: Intercom System Program – Facilities & Maintenance
ITB NUMBER: ITB 20-10

ITB OPENING DATE & TIME: February 4, 2020 2:00 P.M. CT

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

The School Board of Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received in the School Board’s Purchasing Office by the “ITB Opening Date & Time” referenced above. The official clock for the purpose of receiving bids is located in the Purchasing Office. All envelopes containing sealed bids must reference the “ITB Title”, “ITB Number” and the “ITB Opening Date & Time”. The School Board is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the Bidder. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME
MAILING ADDRESS
CITY, STATE, ZIP
FEDERAL EMPLOYER’S IDENTIFICATION NUMBER (FEIN):
TELEPHONE NUMBER: EXT: FAX:
EMAIL:

NON COLLUSION CERTIFICATION: The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I agree to abide to all terms and conditions of this ITB and certify that I am authorized to sign this ITB for the bidder.

AUTHORIZED SIGNATURE: PRINTED NAME:
TITLE: DATE:

Rev: 05/14/18
CUT ALONG THE OUTER BORDER AND AFFIX THE LABEL TO YOUR SEALED BID ENVELOPE TO IDENTIFY IT AS A “SEALED BID”. NEITHER FAXED NOR ELECTRONICALLY SUBMITTED BIDS WILL BE ACCEPTED. BE SURE TO INCLUDE THE NAME OF THE COMPANY SUBMITTING THE BID WHERE REQUESTED.

**DELIVER TO:**
THE SCHOOL BOARD OF OKALOOSA COUNTY, FL
PURCHASING DEPARTMENT, RM #1
120 LOWERY PLACE, S.E.
FORT WALTON BEACH, FL 32548

**SEALED BID**

**DO NOT OPEN**

**SEALED ITB NO:** 20-10

**ITB TITLE:** Intercom System Program – Facilities & Maintenance

**DUE DATE/TIME:** February 4, 2020

**SUBMITTED BY:**

NAME OF COMPANY

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SECTION 1: GENERAL TERMS AND CONDITIONS

NOTE: The term “Bidder”, “Vendor” or “Contractor” as used within this Invitation to Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein. The term the “District”, the “OCSB” or the “School Board”, as used within this ITB, refers to The School Board of Okaloosa County, Florida. The abbreviation “F.S.”, as used within this ITB, refers to “Florida Statutes”. The following instructions may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all Bidders are urged to review these instructions in detail before submitting their bids. These are general instructions for bidding procedures only for The School Board of Okaloosa County, Florida, and can be superseded by Special Instructions and Addendums.

1. GENERAL: Upon a Bid award, the terms and conditions of this Bid or any portion thereof may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Pursuant to D.O.E. Regulation 6A1.012(6), and subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.

2. BIDDER’S RESPONSIBILITY: Before submitting their bid, each Bidder is required to carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this ITB. Ignorance on the part of the Bidder will in no way relieve them of any of the obligations and responsibilities which are part of this ITB. All bid notices and solicitations are posted to the Florida Purchasing Group Bid System website. To access the Florida Purchasing Group Bid System go to www.bidnetdirect.com/florida. It is the Bidder’s responsibility to monitor the website to view current solicitation opportunities and supporting bid documents such as addenda, tabulation sheets, notice of action and notice of award.

3. BID OPENING AND FORM: Bid openings will be public on the date and time specified on the Bidder’s Acknowledgement form. All bids received after the time indicated will be rejected as non-responsive and returned unopened to sender. Bids by email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced unless the bid is a competitive solicitation for construction or repairs on a building, then the name of each Bidder and price submitted shall be read at a public bid opening per Section 255.0518 F.S.

4. PUBLIC RECORDS LAW: Pursuant to Section 119.071(1) F.S., bids received as a result of this ITB will not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB will in accordance with Chapter 119, F.S., be open for inspection by any person except as may otherwise be provided by law.

5. PUBLIC AGENCY CONTRACTS: To the extent that Contractor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, Contractor must comply with public record laws, including the following provisions of Section 119.0701, Florida Statutes:
   a) Keep and maintain public records required by the School Board to perform the service.
   b) Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
   c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
   d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public
records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board’s custodian of public records, in a format that is compatible with the information technology systems of the School Board.

e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD’S CUSTODIAN OF PUBLIC RECORDS, ERIC MITCHELL, AT (850) 689-7184, OR ERIC.MITCHELL@OKALOOSASCHOOLS.COM, OR OKALOOSA COUNTY SCHOOL DISTRICT, 461 WEST SCHOOL AVENUE, CRESTVIEW, FL 32536.**

f) The Contractor acknowledges that the School Board cannot and will not provide legal advice or business advice to Contractor with respect to its obligations pursuant to this section related to public records. The Contractor further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice, and that he has been advised to seek professional advice with regard to public records matters addressed by this agreement. The Contractor acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.

6. **CONFIDENTIAL, PROPRIETARY, OR TRADE SECRET MATERIAL:** The District takes its public records responsibilities, as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If Respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, Respondent must also simultaneously provide the District with a separate redacted copy of its response. This redacted copy shall contain the District’s solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled “redacted copy.” The redacted copy shall be provided to the District at the same time Respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret. Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the District for any and all claims arising from or relating to Respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If Respondent fails to submit a redacted copy with its response, the District is authorized to produce the entire documents, data or records submitted by Respondent in answer to a public records request for these records.

7. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.
8. LICENSES AND PERMITS: The Bidder shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The Vendor shall save and hold harmless the District as a result of any infraction of the aforementioned.

9. ACCESS TO RECORDS AND RECORDS RETENTION: The Bidder agrees that the District, the Federal grantor agency, the Comptroller General of the United States of America, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to any books, documents, papers, and records of the Bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions. All Contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed.

10. WARRANTY: In all cases, Bidder must submit a sample of actual factory written warranty guarantee; unless otherwise specified or in the absence of sample guarantee the Board will assume product is guaranteed for a minimum period of one year from date of installation and/or delivery. Maintenance and/or service agreements that take effect upon expiration of the warranty period and for which there will be separate charges, must be outlined in the quote and approved by the Board or its authorized agent in advance. Payment cannot be in advance; all payments will be in arrears. All products, equipment, merchandise and miscellaneous material bid and/or ordered must be the latest manufacturer's model and design. Immediate service and parts availability must be guaranteed for a minimum of five (5) years. Products not manufactured in the U.S.A. must be noted as foreign and state the country of origin. Failure to do so may subject the bid to disqualification. Maintenance, repair service and local parts availability are also essential; therefore, Bidders on machinery, equipment and/or tools should furnish parts catalog and price list, as well as applicable repair manual. The Board reserves the right to delve into availability, efficiency, and quality of service before making final evaluation and decision. All plumbing components, i.e. fixtures, fittings, storage tanks and other related appurtenance shall be certified lead-free as defined in the Lead Contamination Control Act of 1988, Publication #L.100-572. All furniture, machinery, equipment and/or tools must comply with O.S.H.A, U.L., all safety regulations and other standards for educational use in public schools as required by the U.S. Government, State of Florida, Okaloosa County and/or local municipality. This includes various safety accessories and it is the Vendor's responsibility to meet the necessary requirements. All plastics, laminates, etc., must meet minimum N.E.M.A specifications. All products containing asbestos are prohibited.

11. MATERIAL SAFETY DATA SHEETS: The District requires that Material Safety Data Sheet (MSDS) be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. The MSDS shall accompany the product shipment. MSDS sheets must also be submitted to the District’s Purchasing Department for any chemical or toxic substance or equipment which uses same prior to a recommendation for award. Failure to submit the required MSDS sheet(s) within forty-eight (48) hours of request may render the bid non-responsive. This information must be provided in compliance with Florida’s Right-To-Know Law.

12. BRAND NAMES & SAMPLES: Where a definite product is specified, it is not the intention of the School Board to discriminate against any approved equal product of another manufacturer, but is intended that a definite standard be established. The determination as to whether any alternate product or service is or is not equal shall be made by the School Board or its representative and such determination shall be final and binding on all Bidders. Alternates will be considered. Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful Bidder will be held responsible therefore. This does not countermand any requests for submittals. When requested, samples, specification sheets, brochures, etc., will be furnished at the Bidder's expense, tagged and labeled with Bidder's name, item number and bid number.
13. **ALTERNATIVE BIDS:** Only one alternate per item number as close to specifications as possible will be allowed. If more than one alternate on an item is submitted, the bids for that entire item number will not be considered.

14. **ITEM SUBSTITUTIONS:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the Vendor’s or manufacturer’s inventory then the successful bidder must provide written notification from the manufacturer that the item has been discontinued. The Vendor must file a written request with the District’s Purchasing Department and be granted approval to substitute, in writing, before any substitution can be made. Request to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

15. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Okaloosa County, Florida to a secure area or inside delivery. All prices, including total, must include any and all discounts. In the event of price discrepancy, unit price will prevail.

16. **TAX EXEMPT:** For contracts relating solely to the purchase of equipment, materials or supplies, no taxes shall be included in the bid price. The School Board is exempt from State and Federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8012622245C-5 appears on the purchase order. For contracts relating to the purchase of construction services which include the Contractor providing equipment, materials or supplies, sales tax will be payable by the Contractor on all such products purchased. The School Board sales tax exemption does not apply to construction Contractors who are required to provide equipment, materials or supplies as part of their contract with the School Board. If the Contractor intends to recover sales tax from the School Board under the contract, all such amounts must be included in the bid price.

17. **INVOICING:** The successful bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to The School Board of Okaloosa County, c/o Accounts Payable, 120 Lowery Place S.E., Fort Walton Beach, Florida 32548. A separate invoice must be received for each purchase order number. It is the sole responsibility of the Vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this bid shall be itemized reflecting the items on the purchase order. “Lump sum” invoices shall not be submitted nor will be accepted for multiple line purchase orders.

18. **PAYMENT:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the Vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a Vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.

19. **ASSIGNMENTS:** Any contract or purchase order issued pursuant to this ITB, and any monies which may become due there under, are not assignable except with the written consent of The School Board or its agent. Any requests for assignment must be directed to the District’s Purchasing Director in writing, stating the reason for the request and any other particulars germane to the proposition.

20. **TRANSPORTATION AND TITLE:** (A) Title to goods will pass to the District upon receipt and acceptance at the destination indicated herein. Until acceptance, the bidder retains the sole insurable interest in the goods. (B) The shipper will prepay all transportation charges. The District
will not accept or collect freight charges. (C) No premium carriers will be used for the District’s account without prior written consent of the District’s Purchasing Director.

21. **CLAIMS RESPONSIBILITY:** It shall be the responsibility of the Contractor to file claims for damaged or defective merchandise. In the event of receipt of merchandise with concealed damage, Contractor will be immediately notified by phone with a follow-up letter within 24 hours of notification.

22. **PACKING:** All shipments will include an itemized list of each package’s content, and reference the District’s purchase order number. No charges will be allowed for cartage or packing unless agreed upon by the District prior to shipment.

23. **RISK OF LOSS:** The Bidder assumes the following risks: (A) all risks of loss or damage to all goods, works in process, materials and equipment until delivery thereof as herein provided; (B) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (C) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (D) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to bidder until redelivery thereof to the School District.

24. **CONFLICT OF INTEREST:** Any award under this ITB is subject to the provisions of Chapter 112, F.S. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any School Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.

25. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Pursuant to the provisions of Section 287.133(2)(a) F.S., "A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S. for Category 2 for a period of 36 months from the date of being placed on the convicted Vendor list".

26. **SCRUTINIZED COMPANY LIST PURSUANT TO SECTIONS 287.135, 215.473, AND 215.4725, F.S.:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the District will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The District shall provide notice, in writing, to the Contractor of the District’s determination concerning the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the District’s determination of false certification was made in error then the District shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
27. **PATENTS AND COPYRIGHTS:** Bidder agrees to indemnify and save harmless the District, its officers, employees, agents, or representatives using the goods specified herein for any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copyright by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses related thereto including, but not limited to, attorney fees, court costs, and expert fees.

28. **PREFERENCE FOR A DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality and service, are received, preference shall be given to a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program in accordance with Section 287.087 F.S. In order to receive preference, a signed certification of compliance must be submitted with the bid response.

29. **NOTICE TO CONTRACTOR:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 247A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

30. **INSURANCE AND INDEMNIFICATION:** Contractor shall protect, defend, indemnify and hold the School Board, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to any awarded contract or Contractor’s officers, employed, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death, or damage is caused by the sole negligence of the School Board. The School Board shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School Board. The provisions of this section shall survive the expiration or earlier termination of any awarded contract. The Contractor will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School Board, and will, at the request of the School Board, supply certificates evidencing such coverage and listing the School Board as “Additional Insured” on said policies.

31. **LEVEL 2 SCREENING REQUIREMENTS:** The following provisions which implement the requirements of Sections 1012.465, 1012.467 and 1012.468 F.S. shall be added as additional terms and conditions of any awarded contract. In accordance with Section 1012.465 F.S., all Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when students are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32 F.S., unless otherwise exempted from such requirements by Sections 1012.467 or 1012.468 F.S. A level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized School District agent trained to take fingerprints. The Contractor shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to Contractor and its employees. Any personnel of the Contractor discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, F.S. (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or School sponsored activities when students are present, or to have access to School District funds. It is the responsibility of the Contractor to assure compliance with this requirement. Contractor agrees that in the event the Contractor or any employee is convicted of or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04 F.S., the Contractor will notify the School Board within 48 hours of such. The parties agree that the Contractor’s failure to perform any of the duties described in this
addendum will constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor’s failure to comply with the requirements of this addendum or Sections 1012.32, 1012.465, 1012.467 and 1012.468 F.S. All Contractors, Vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting office for clearance onto school property. An orange badge signifies that a Vendor has a Level 2 clearance with full access to school property and is valid for five (5) years. A burgundy badge signifies that a Vendor has limited access to school property and is valid for one (1) year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

32. CONTRACTOR CONDUCT WHILE ON SCHOOL BOARD PROPERTY: Contractor and Contractor’s employees shall sign in at the office of the Principal at each school upon arrival and check out upon departure. Contractor and Contractor’s employees shall abide by School Board Policies 6-25, “Drug Free Workplace Act of 1988”, 11-20 “Tobacco-Free School District”, and 6-11 “School Board Dress Code”.

33. TERMINATION OF CONTRACT:
   A. For Convenience:
      The School Board, by written notice to the Contractor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board’s interest to do so. The District will notify the Contractor of the intent to terminate, in writing, at least thirty (30) days prior to the effective date of termination, and the contract will officially terminate at the end of the thirty (30) day grace period. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
   B. For Cause:
      The School Board shall have the right at any time and at all times to terminate the awarded Contract for cause, and it is agreed that the violation, by the awarded Vendor, of any covenant or provision contained in the Contract, or the failure or refusal of the awarded Vendor to abide by or carry out any covenants or provision of the Contract, shall be and constitute sufficient cause for which the School Board may terminate the Contract. In the event the School Board shall elect to terminate the Contract for cause, the School Board shall notify the awarded Vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. Unless the stated deficiencies are corrected within ten (10) days, a recommendation will be made to the School Board of Okaloosa County for immediate cancellation and removal from the District’s bid list for duration of one (1) year, at the option of School Board officials. Upon cancellation, payment will be made to the awarded Vendor for services that have been satisfactorily rendered, as determined by the School Board, prior to the effective date of termination. The awarded Vendor shall have no further rights, and the School Board shall have no further obligation to the Vendor, pursuant to this Contract subsequent to the date that the Contract is terminated for cause as aforesaid by the School Board. Upon cancellation hereunder, the School Board may pursue any and all legal remedies as provided herein and by law.
   C. For Non-Appropriation:
      The School Board’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the School Board and the availability of funds to pay for the goods and services in this contract. The School Board shall be the final authority as to what constitutes an annual appropriation and the availability of funds necessary to continue funding this contract. If such funds are not appropriated or available for this contract and this contract is terminated, such action will not constitute a default by the School Board. Contractor will be provided reasonable
notice if funds are not appropriated or available. Notwithstanding any such termination, the
School Board shall remain obligated to pay for all purchase orders for products or services
fulfilled by contractor prior to the termination notice.

34. FAILURE OF PERFORMANCE / DELIVERY: In case of default by the Contractor after award of bid,
the District after due notice (oral or written) may procure the necessary supplies or services from
other sources and hold the Contractor responsible for difference in cost incurred. Continuous
instances of default shall result in cancellation of the contract and removal of the Bidder from the
District’s bid list for the period of one (1) year, at the option of District officials.

35. EVALUATION / AWARD: Each bid shall be awarded on the basis of the lowest and best bid from a
responsive and responsible Bidder which meets specifications with consideration being given to the
specific quality of the product, conformity to the specifications, suitability to school needs, delivery
terms, and service and past performance of the Bidder. For identical, qualified bids, the
recommendation shall be made for a local bidder or, if there is none, by casting lots. Samples of
products may be requested when practical. The School Board reserves the right to reject any or all
bids, to waive informalities, to make mathematical correction to error/s in any bid, to make award(s)
by individual item, group of items, all or none, delivery date/completion date, or a combination
thereof; or waive any minor irregularity or technicality in bids received, that in its judgment will be in
the best interest of the School Board. The School Board may consider in conjunction with any award
hereunder, those products, services and, prices available to it through contracts from state, federal,
and local government agencies or other school districts within the State of Florida. The School
Board has reviewed the State of Florida purchasing agreements and state term contracts for all
nonacademic commodities and contractual services to determine whether it is to the School Board’s
economic advantage to use the agreements and contracts.

Where indicated, quantities are estimated only; the School Board reserves the right to purchase
more or less provided orders are placed within the time limits specified. The School Board
specifically reserves the right to reject any conditional bid and will normally reject those, which make
it impossible to determine the true amount and quality of the bid. The award of the bid shall not
constitute an order. Shipments shall be made as specified on the order, conforming to the bid form,
specifications, and general instructions.

ANTICIPATED AWARD DATE: February 24, 2020

36. BID RESULTS: Bid tabulations with recommended awards will be posted for review by interested
parties in the Purchasing Office located at 120 Lowery Place SE, Ft Walton Beach, Florida 32548
and will remain posted for a minimum of 72 hours preceding the Board meeting at which official
action will be taken. Bid tabulations with recommended awards are also posted to the District’s
Purchasing website at www.okaloosa.k12.fl.us/finance/PurchasingBids.aspx and the Florida
Purchasing Group website at www.bidnetdirect.com/florida. Failure to file a protest within the time
prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under
Chapter 120. Florida Statutes.

37. PROTESTS: All Bidders are cautioned that strict guidelines and timetables must be followed in
order to file an official protest on specifications or the award of bids. A copy of the Board policy is
posted in the District’s Purchasing Department for review. Copies may also be obtained upon
request. Failure to adhere to Board Policy 2-17(A)(13)(a), or failure to file a protest within the time
prescribed in Section 120.57(3) F.S., shall constitute a waiver of proceedings under Chapter 120,
F.S.

38. QUESTIONS: Should any questions arise concerning this bid, please address your questions to the
District’s Purchasing Department contact whose name appears on the Invitation to Bid form (Page
#1). Questions must be submitted in writing prior to the question deadline to: School Board of
Okaloosa County, Purchasing Department, 120 Lowery Place S.E., Ft Walton Beach, FL 32548, by
fax to (850) 833-6327 or by email directly to the Purchasing Department contact whose name appears on the Invitation to Bid form.

Prospective bidders shall not contact any member of the Okaloosa County School Board, the Superintendent, or District staff (other than the purchasing contact for this ITB) regarding this bid prior to the posting of the tabulation and award recommendation. Any such contact may be cause for rejection of your bid.

QUESTION DEADLINE FOR THIS ITB: 01/28/2020, 2:00 PM, CT

39. **ADDENDA:** Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a material effect will be documented and communicated to bidders only by **written addenda.** Verbal responses to bidders’ questions do not constitute an official response unless documented in the form of written addenda and shall be considered **inadmissible** in bid protest proceedings. All such written addenda should be acknowledged by returning a copy of the signed addenda with your bid as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Any addenda issued to this ITB will be posted to the Florida Purchasing Group Bid System. To access the Bid System go to [www.bidnetdirect.com/florida](http://www.bidnetdirect.com/florida). Prior to submitting the bid it shall be the sole responsibility of each bidder to contact the District Purchasing Department at (850) 833-7668 to determine if addenda were issued and, if so, to obtain such addenda for attachment to the bid.

40. **BID PREPARATION COSTS:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.

41. **TERMS OF AGREEMENT:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

**VENDOR PREFERENCE LAW**

The paragraph below will be checked if the Florida Business Preference Law applies to this ITB.

42. ☐ **PREFERENCE TO FLORIDA BUSINESSES:** All bidders are hereby notified that this state has a Florida Business Preference Law that this agency is required to comply with in accordance with Sections 287.084(1) & (2) F.S. When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible 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 the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive Vendor having a principal place of business within this state, which preference is 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. In a competitive solicitation in which the lowest bid submitted by a Vendor whose principal place of business is located outside the state and that state 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 this state shall be 5 percent. Section 287.084(1)(a) F.S. does not apply to transportation projects for which federal aid funds are available. As used in this section, the term “other political subdivision of this state” does not include counties or municipalities. 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 to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. A Vendor preference disclosure form as required under section 2 of the state law is included in this bid package and must
be completed by all bidders. **Vendor preference disclosure form must be submitted with bid or bid will be declared non-responsive.** For the purpose of this ITB, “principal place of business” means the state in which the Vendor’s high level officers direct, control, and coordinate the Vendor’s activities. The Vendor’s principal place of business, as represented by the Vendor in its bid, may be relied upon by the District without further inquiry. If the District determines that a Vendor has misrepresented its principal place of business, the Vendor’s bid shall be rejected. For the purpose of this ITB, “Personal Property” shall be defined as goods and commodities, but not real estate, intellectual property or services. Under federal regulations, when using federal funds for federally listed child nutrition programs, state or local geographic preferences are not allowed except when purchasing unprocessed agriculture products, state law notwithstanding.

**USE OF FEDERAL FUNDS - ADDITIONAL REQUIREMENTS**

The District intends to utilize Federal funds to make purchases from this bid: ☐ Yes / ☑ No

If a mark appears in the Yes box above, while not provided as separate certifications in this bid, by signing the Invitation to Bid & Bidders Acknowledgement Form (Page 1) the signatory attests to the applicable certification provisions and Federal requirements listed below. If a mark appears in the No box above, then this section (Use of Federal Funds – Additional Requirements) does not apply to this bid.

43. **Equal Employment Opportunity (41 CFR Part 60):**

44. **Davis-Bacon Act – as amended (40 U.S.C. 3141-3148):**

45. **Copeland “Anti-Kickback” Act (40 U.S.C. 3145):**
All Vendors, Contractors and Subcontractors must comply with the Copeland “Anti-Kickback” Act as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).

46. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):**
All Vendors, Contractors and Subcontractors must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). (Applies to all contracts in excess of $100,000 that involve the employment of mechanics or laborers).

47. **Rights to Inventions Made Under a Contract or Agreement (37 CFR §401.2 (a)):**
All Vendors, Contractors and Subcontractors must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

48. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):**
All Vendors, Contractors and Subcontractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water
Pollution Control Act as amended (33 U.S.C. 1251-1387). \(\text{(Applies to Contracts and subgrants of amounts in excess of $150,000)}\)

49. Debarment and Suspension (Executive Orders 12549 and 12689):
   All Vendors, Contractors and Subcontractors must comply with (2 CFR 180.220) – A contract award must not be made to parties listed on the government wide exclusions in the System or Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

    All Vendors, Contractors and Subcontractors must comply with and file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. \(\text{(Applies to Contractors that apply or bid for an award exceeding $100,000.}}\)

    All Vendors, Contractors and Subcontractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247. \(\text{(Applies where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.}}\)

    All Vendors, Contractors and Subcontractors must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

53. Civil Rights (Title VI of the Civil Rights Act of 1964):
    All Vendors, Contractors and Subcontractors must comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement-Nutrition Programs and Activities, and any additions or amendments.

    Both parties agree to take affirmative steps to ensure that small businesses, minority-owned businesses and women’s business enterprises are used when possible:
    - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women’s business enterprises on solicitation lists;
    - Assuring that small businesses, minority-owned businesses and women’s businesses are solicited whenever they are potential sources;
    - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women’s business participation;
    - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women’s businesses;
    - Using the services and assistance of the Small Business Administration and the Department of Commerce’s Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women’s business enterprises.
- Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the above paragraphs of this section.
Section II. SPECIAL CONDITIONS – INSURANCE REQUIREMENTS (Rev 12/05/16)

The following “Special Conditions” are in addition to or may change the “General Bid Terms and Conditions” previously listed. In the event of a conflict, these “Special Conditions” will have precedence.

1. CONTRACTOR’S INSURANCE

A. The Contractor shall not commence any work in connection with this agreement until all required insurance has been obtained and such insurance has been approved by the School District of Okaloosa County, Risk Management Office nor shall the Contractor allow any subcontractor (approved by Risk Management) to commence work on this subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A-VI, Class X, in the Best’s Key Rating Guide published by A.M. Best & Co., Inc.

C. The insurance definition of Insured or Additional Insured shall include subcontractor, sub-contractor, and any associated or subsidiary companies of the Contractor which are involved and which are a part of the contract.

D. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project, must be named in the Workers’ Compensation coverage.

E. All policies shall be written so that the School District of Okaloosa County will be notified of cancellation or restricted amendments at least thirty (30) days prior to the effective date of such cancellation or amendment, such notice to be given directly to the Risk Management Department.

F. All insurance contracts should list Okaloosa County School District as an Additional Insured. The Contractor shall provide the Risk Management Department with current Certificates of Insurance for all policies.

2. WORKERS’ COMPENSATION INSURANCE

A. The Contractor shall secure and maintain during the life of this Agreement Workers’ Compensation insurance for all of his employees employed at the site of the project. The Contractor shall require all subcontractors similarly to provide Workers’ Compensation insurance for all employees employed at the site of the project and such evidence of insurance shall be furnished the School District of Okaloosa County not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the Risk Management Department.

B. Such insurance shall comply with the Florida Workers’ Compensation Law.

C. Section 440.103 F.S. Building permits; identification of minimum premium policy. – Every employer shall, as a condition to applying for and receiving a building permit, show proof and certify to the permit issuer that it has secured compensation for its employees under this chapter as provided in ss. 440.10 and 440.38. Such proof of compensation must be evidenced by a certificate of coverage issued by the carrier, a valid exemption certificate approved by the department or a copy of the employer’s authority to self-insure and shall be presented, electronically or physically, each time the employer applies for a building permit. As provided in s. 553.79(19), for the purpose of inspection and record retention, site plans or building permits may be maintained at the worksite in the original form or in the form of an electronic copy. These plans and permits must be open to inspection by
the building official or a duly authorized representative, as required by the Florida Building Code. As provided in s. 627.413(5), each certificate of coverage must show, on its face, whether or not coverage is secured under the minimum premium provisions of rules adopted by rating organizations licensed pursuant to s. 627.221. The words “minimum premium policy” or equivalent language shall be typed, printed, stamped, or legibly handwritten.

D. Coverage shall include a waiver of subrogation clause in favor of School District of Okaloosa County. Also, this endorsement must be indicated on all Certificates of Insurance.

3. BUSINESS AUTOMOBILE AND PUBLIC LIABILITY INSURANCE

A. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include bodily injury and property damage for owned, non-owned, leased or hired motor vehicle coverage.

B. The Contractor shall carry other commercial general liability insurance against all other bodily injury, property damage and personal and advertising injury exposures. The coverage shall include both on- and off-premises operations, contractual liability, Broad form property damage. General liability policy shall not exclude care custody or control of the building and generator.

C. All liability insurance shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the LIMITS OF LIABILITY, the Contractor shall notify the School District representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this agreement.

D. Commercial General liability coverage shall be endorsed to include following:

1. On and Off premises – Operation liability
2. Occurrence Bodily Injury and Property Damage Liability
3. Independent Contractors Liability
4. Blanket Broad Form Contractual Liability, including the indemnification set out in the General Conditions and all other contracts relative to the project.
5. Personal Injury Liability Insurance
6. Broad Form Property Damage Liability Insurance (including completed Operations)

4. LIMITS OF LIABILITY

The insurance required shall be written for not less than the following or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

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<th>LIMIT</th>
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<tr>
<td>1. Workers’ Compensation</td>
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<td>a. State</td>
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<tr>
<td>b. Employer’s Liability</td>
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<tr>
<td>Statutory</td>
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<td>$1 million each accident</td>
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2. Comprehensive Automotive Liability Insurance $1 million each occurrence (A combined single limit)

3. General Liability $ 1 million each occurrence (School District as Additional Insured)

4. Personal and Advertising Injury $250,000

5. NOTICE OF CLAIMS OR LITIGATION:

The Contractor agrees to report any incident or claim that results from performance of this Agreement. Within ten (10) days of the Contractor’s knowledge, the County representative shall receive written notice describing the incident or claim. In the event such incident or claim involves injury or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim. A detailed written report is to be made within ten (10) days.

6. INDEMNIFICATION AND HOLD HARMLESS:

Contractor shall protect, defend, indemnify and hold the School District of Okaloosa County, its officers, and employees completely harmless from and against any and all liabilities, demands, suits, claims, losses, fines, or judgments arising by reason of the injury or death of any person or damage to any property including all reasonable costs from investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this contract or Contractor’s officers, employees, agents, contractors, subcontractors, licensees or invitees regardless of where the injury, death or damage may occur; unless such injury, death or damage is caused by the sole negligence of the School District. The School District shall give Contractor reasonable notice of any such claims or actions. Contractor, in carrying out its obligations hereunder, shall use counsel reasonably acceptable to the School District. The provisions of this section shall survive the expiration or earlier termination of this contract.

The School District agrees to pay the Contractor the sum of Ten Dollars ($10.00) and other good and valuable consideration as specified consideration for the above stated indemnification in accordance with the provisions of Florida Statutes, Section 725.06. Furthermore, the Contractor acknowledges that the quote price includes said consideration for the indemnification provision.
Section III. SCOPE OF WORK

The following “Special Conditions” are in addition to or may change the “General Bid Terms and Conditions” previously listed. In the event of a conflict, these “Special Conditions” will have precedence.

SCOPE:
The purpose of this proposal is to establish a 5-year agreement to maintain currently installed Intercom System Programs and to implement an Intercom System Program that upgrades our current intercom systems in selected facilities to include:

- Developing an intercom system upgrade plan.
- Installation or upgrade of an intercom system.
- An option of including installment of new software management that is web based.
- Factory training of school board maintenance personnel on the intercom system.
- Provide a service plan to include routine repairs, emergency repairs, and installation of intercom systems in existing facilities.
- The service will include all systems within facilities of Okaloosa County School District (OCSD) beginning on April 12, 2020.

The intent of this program is to ensure that the intercom system servicing the facility is properly tested, maintained, and repaired on a regular basis complying with all applicable codes, standards, and State Requirements for Educational Facilities. Extension of the useful life of the intercom system will be considered along with backward and forward compatibility of the system that will allow for continued migration. The OCSD will allocate funding annually for a pre-determined amount based on availability of funds each fiscal year.

IMPLEMENTATION OF APPROVED PROPOSAL:
Bidder is responsible for scheduling the approved upgrades to include replacement and/or upgrade of systems with the school. The schedule must not interfere with school activities. Approval must be obtained by the Principal of each school to work during school hours. Most work should be scheduled after 3pm locally and on weekends.

CONTRACT PERIOD:
It is anticipated that this contract will commence on or about April 12, 2020. This contract is to be for a five (5) year period. Either party can cancel the contract, without reason, April 12th of each contract year. Cancellation must be in writing and received 90 days prior to April 12th of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. The resulting contract from this bid can be cancelled by the Okaloosa County School Board at any time for any cause. This condition is not to preclude providing the lowest possible price based on current economic conditions. As per Florida State Statute, this contract will be cancelled if not funded. The normal ending date for this contract shall be April 11, 2025.

AWARD:
This is an all or none award. The contract shall be awarded to the lowest, responsive and responsible bidder that complies with all provisions of this solicitation.

SITE VISIT:
A mandatory site visit to Pryor Middle School and Bluewater Elementary School is scheduled for Tuesday, January 21, 2020 beginning at 9 AM CT. The first location to visit will be Pryor Middle School, located at 201 Racetrack Rd, Ft Walton Beach, FL 32547. We will then drive to Bluewater Elementary School, located at 4545 Range Rd, Niceville, FL 32578. No bids will be accepted from any Bidder that does not attend the site visits. A contact number if needed for the site visit is (850) 833-7668.
Section IV. ADDITIONAL REQUIREMENTS / SPECIFICATIONS

REQUIRED COMPANY QUALIFICATIONS:
Intercom Systems require regular maintenance to help ensure proper operation. Allowing unqualified personnel to perform these services could easily compromise the integrity of the systems being serviced, thereby increasing our organizational liability, jeopardizing the life-safety of people for whom we are responsible.

Bidders who are unable to meet the following minimum responsibility requirements will be considered unqualified to provide the life safety services being requested by the OCSD. Bidder must list these items, by number, with their response as part of their bid package. Failure to provide positive response to each item will result in automatic disqualification.

1. The prospective bidder must be licensed to do business in the State of Florida for, at least, two (2) consecutive years. Bidder must provide copies of its business license with the bid response.
2. The prospective bidder should, at least, receive 50% of their revenues from the selling, installing, inspecting, testing, services, and maintaining Life Safety SYSTEMS.
3. The bidding company must employ on permanent staff personnel that have been factory trained and certified on programming, testing, maintenance, and repair of life safety systems. Trained personnel must have certifications to include Telecor or Bogan Quantam systems. Proof of training certification must be submitted with bid response. (Installation training does not automatically satisfy this requirement.)
4. Successful bidder must maintain adequate replacement parts and complete head end equipment to maintain systems (assuming parts are still available and must be able to acquire parts within 24 hours. Provide short narrative on parts inventory and availability.
5. Successful bidder must have a technician available on a 24-hour basis. Bidder must provide a two-hour response time for emergency service calls. A listing of available technicians and home phone numbers will be required upon bid award.

WORK SPECIFICATIONS:
Bidder shall conduct a survey of two schools – Pryor Middle School and Bluewater Elementary School. Based on the survey results, the bidder shall design an intercom system upgrade. The purpose of providing pricing for the two schools will enable school district personnel to assess and compare proposals based on the equal facilities. This bid requests costs for installation, repairs and maintaining systems for the duration of this contract. A catalog offering discount pricing will further enable pricing assessment for comparison of bid pricing. The intent is to award this bid to the vendor with the lowest hourly labor rates and highest percentage discount off catalog pricing. The following specifications shall be followed when installing new systems or performing maintenance to existing systems: Proposal shall include the following specifications or equivalent:

A. General:
1. This section defines a communications system for an intercom, public address, and master clock system. The contractor shall provide infrastructure, cable, hardware, and equipment, as defined, to maintain a complete and operational communications system.

2. Contractor shall do all necessary cutting and drilling of present walls, floors, ceilings, etc., for the installation of new work; but no structural work shall be cut, unless specifically shown on drawings and/or approved by Tom Cox or John Jamieson. All exposed building surfaces damaged by installation or removal of electrical work shall be patched and finished in the same materials and manner as adjacent areas by this Contractor.

3. If, applicable, contractor shall coordinate his work with OCSD for times which changeover, removal of existing equipment, and new connections of existing systems can be completed.
B. Raceways and Cables:
1. Electrical work will conform to the National Electric Code and applicable local ordinances.

2. Contractor shall use either CAT 5E or CAT 6 Cabling.

3. All low-voltage wires and cables concealed in walls shall be run in EMT conduit from flush outlet boxes to above accessible ceilings. Provide conduit where cables penetrate firewalls above ceilings.

4. All EMT entering boxes shall be served with insulating throat connectors and locknuts.

5. No raceway shall be located in proximity of hot water lines or excessive heat.

6. Where raceways cannot be run concealed in walls, use Wire Mold Series surface raceway complete with all fittings, box extension rings, and required accessories. Co-ordinate routing of surface raceways with the Owner.

7. Use Cast "C" clamps, "U" straps, or ring hangers attached to rods, and/or brackets fastened to structure.

8. No perforated straps or tie wires permitted for supporting raceways.


10. Tie mounts, plates, and anchors shall be used.

11. Ground all electrical apparatus in accordance with the National Electric Code.

C. Quality Assurance:
1. Manufacturers must be regularly engaged in the manufacture of integrated communication systems, master clock systems, and ancillary equipment, of types and capacities required. Approved products shall have been in satisfactory use in similar service for not less than five years.

2. Installer's Qualifications: Firms with at least five years of successful installation experience with projects utilizing integrated communications systems and equipment similar to that required for this project.

3. All items of equipment including wire and cable shall be designed by the manufacturer to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections.

4. The Contractor shall be an established communications and electronics Contractor that has had and currently maintains a locally run and operated business for at least five years. The Contractor shall be a duly authorized distributor of the equipment supplied with full manufacturer's warranty privileges.

5. The Contractor shall show satisfactory evidence that he maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The Contractor shall maintain at his facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.

6. Except where specifically noted otherwise, all equipment supplied shall be the standard product of a single manufacturer of known reputation and experience in the industry. The Contractor shall
have attended the manufacturer’s installation and service school and must show proof of attending such a school.

7. Installing contractor must have a service office within 75 miles of the site and be expected of providing service within a 24-hour period of time.

D. Work Specification Details:

1. Furnish and install all materials, labor, equipment, permits, etc., to provide communications system as described herein and illustrated on the drawings for a complete operating system.

2. All manufactured articles, material, and equipment shall be applied, installed connected, erected, used, cleaned, adjusted, and conditioned as recommended by the manufacturers, or as indicated in their published literature, unless specifically herein specified to the contrary.

3. All work shall be performed by competent workmen and executed in a neat and workmanlike manner providing a thorough and complete installation. Work shall be properly protected during construction, including the shielding of soft or fragile materials. At completion, the installation shall be thoroughly cleaned and all tools, equipment, obstructions, or debris present as a result of this portion of work shall be removed from the premises.

4. Program the operational characteristics matching the operation described herein, adjusting for call routing, transfers, priorities, and volume levels.

5. Remove all existing conduit, wire device, etc., being abandoned due to relocation.

6. The Contractor shall provide a minimum of eight hours of in-service training with this system. These sessions shall be broken into segments, which will facilitate the training of individuals in the operation of this system. Operator Manuals and User Guides shall be provided at the time of this training.

E. Submittals:

1. Submit the shop drawings, product data, and quality control submittals specified below at the same time as a package.

2. Shop Drawings: Composite wiring and/or schematic diagrams of the complete system as proposed to be installed. Drawing shall include relative position of all major components, typical connections, field components, accessories, and cable types.


4. Quality control shall include the following:
   a. Submit the Name, address, and telephone number of the nearest fully equipped service organization.
   b. Submit a certificate of completion of installation and service training from the system manufacturer.

5. Program the operational characteristics matching the operation described herein, adjusting for call routing, transfers, priorities, and volume levels.

6. Remove all existing conduit, wire device, etc., being abandoned due to relocation.

7. The manufactures distributor for the geographical area shall provide a minimum of eight hours of in-service training with a factory certified technician with this system. These sessions shall be
broken into segments, which will facilitate the training of individuals in the operation of this system. Operator Manuals and User Guides shall be provided at the time of this training.

F. Acceptable Manufacturers:
1. The system shall be manufactured by Telecor, Inc.

2. Failure to provide the "functional equivalent" shall result in the removal of the alternate system and installation of the specified system at the contractor's expense.

3. The intent is to establish a standard of quality, function and features. It is the responsibility of the contractor to ensure that the proposed product meets or exceeds the intent of these specifications.

G. Product Overview:
Following is an outline of the basic functions required, set as a minimum standard. Any exceptions to these functions must be listed and submitted as part of the bid. If several manufacturers are required to provide these functions, proof must be provided that they will function as one integrated system to the user.

1. Intercom Features/Public Address Features:
   a. Individual intercom circuit for every Classroom.
   b. Urgent Call Placement.
   c. All Call announcements.
   d. Emergency Announcements.
   e. Automatic Page.
   f. Urgent Call-In Page.
   g. 32 Zones of Audio Program Distribution.
   h. 32 Zones of Paging.
   i. Monitor Areas of the building during a crisis from the rescue team or on site security.
   j. Page areas of the building during a crisis from the rescue team or on site security officer.
   k. Temporary Speaker Exclusion for Special Events.
   l. Complete System Programming and diagnostics from LAN, WAN or Internet.

2. Time Control and Event Scheduler:
   a. 16 Schedules of Class Change Signals
   b. 32 Zones of Class Change Signals
   c. 1536 Class Change Signal Events
   d. Weekly System Event Scheduler
   e. Analog or Digital Clock Correction and synchronization
   f. Supports Electronic Message Displays for Timekeeping, Count Up-down timers and full alphanumeric messaging
   g. Automatic Daylight Savings Time Correction

H. Intercom/PA Features and Product Description:
1. Supply and install a complete microprocessor based Public Address, Intercom, and master clock system.

2. The system consists of the Central Control Unit, Administrative Control Console(s), Integrated Master Clock and Rack Equipment. All other necessary devices that are required to create a complete and operational system such as Staff Phones, Call Buttons, Speakers, Horns, Amplifiers, Program Sources and Secondary Clocks must be supplied under this contract.

3. The system shall be capable of multiple open voice intercom paths used for intercom, paging, program distribution, or emergency paging.
4. Provide a separate circuit for each classroom and administrative office so each room can be individually addressed.

5. Corridor speakers, classrooms and outside horns shall be combined into groups of owner’s preference. There must be 32 independent software paging zones that each circuit may be a part of. Each individual point must also have the ability to be paged independent of the software zones.

6. The system shall have the ability to utilize VOIP technology in addition to the industry standard home-run wiring design. The VOIP technology will operate in the same manner as the conventional speakers. The system must be a hybrid system having the capability of using both traditional design and IP design wherever it is deemed necessary and practical by the owner. The VOIP technology must have the ability to incorporate a call switch and must be capable of operating on the school's LAN network, if properly partitioned or a dedicated IP network. The system shall support VOIP technology in the following ways.
   a. The ability to utilize an IP speaker that is directly connected anywhere on the LAN.
   b. The ability to utilize an IP Amplifier which is designed to receive audio signals from the Telecor Communication System over an IP network.
      (1) These amplifiers shall reside on a dedicated network or can be connected to available ports on a facilities LAN, if properly partitioned. This shall be used when transmitting audio signals to remote locations or where running a dedicated cable may be prohibitive or costly.
      (2) Paging, Audio Programs and Time Tone Signals for class changes originating in the Telecor system can be selectively transmitted to individual amplifiers.
      (3) The IP amplifier shall provide synchronization and correction of Telecor's Analog and Digital Clocks, as well as Telecor's Electronic Message Displays. The digital signaling that provides support for these devices originates in the Telecor Communication System and is broadcast over the LAN to the amplifiers.
   c. All VOIP station devices installed as part of this system shall operate on a dedicated IP network to enhance security and simplify management of this emergency call system.

7. The system must support a Visual Console software application that allows for the operation of the Intercom/Paging System from a Windows based PC. This software package shall utilize an easy-to-use graphical user interface (GUI), allow routine call processing from classrooms, quick graphical access to paging, and program distribution. The software application shall also allow easy activation of class change schedules. Emergency operations shall be simplified through this software application by allowing stored audio files, alphanumeric messages to message displays to be activated from the GUI. The GUI shall allow common operations such as daily announcements to become automated with the use of the Visual Console, removing multi-step console set ups. While all operations are conducted from the PC screen, the Administrative Console or Telephone handset shall provide the means for originating voice communications to selected locations.

The software must allow the creation of a Custom Operating Screen based on the floor plans of the school facility. Icons representing Intercom Stations, and Paging, Monitoring and Audio Program Zones shall be incorporated onto the floor plans.

The Software GUI shall provide:

• Simple Routine Call Processing
• Emergency Functions
• Paging
• Program Distribution
• Enabling and Disabling of Schedules
• Customizable Page Elements
• Customizable Operating Screen
• Element Library for Emergency Event Icons

The Visual Console must provide an efficient and reliable method of notifying the occupants of a facility of critical situations. A variety of emergency tone signals that reside within the Intercom/Paging System shall be activated by clicking on pre-programmed buttons on the PC GUI screen, initiating the transmission of tone signals to speakers and alphanumeric messages to Electronic Message Displays.

8. The system specified is based on the Telecor XL system providing at least the following features and functions. It shall be maintained by an authorized and certified Telecor dealer.

The central control unit shall have the capacity for expanding the system to 300 stations and 4 Administrative Consoles with the addition of plug in modules, as required.

9. All programmable functions shall be stored in a non-volatile EEPROM memory and shall not be lost in event of a power failure.

10. Programming functions shall be accomplished through the use of a standard Internet web-browser interface. Any PC connected to the school’s network and provided with the proper authorization shall have multi-level access to system programming. Any off-site PC shall have multi-level access to the system through the use of the public internet, provided they have been granted proper authorization by the school.

The intercom system shall be connected to a (school provided) Ethernet network port using the TCP/IP protocol for PC programming, performing diagnostics, or logging transactions either on or off-site.

The system shall support remote programming and support through a wide area network connection.

The programming interface shall support configurations for multiple sites and allow the user, after logon, to select which site to program from a list of all sites.

The user interface shall support user names and passwords. There shall be multiple levels of access allowed. Some users may only have view privileges only while others may only edit their site.

The program shall also serve as part of the documentation process. Page Zones and bell schedules shall support user-definable names and display as pick lists when editing the configuration.

Diagnostic functions shall be accomplished through any PC connected to the school network and provided with the proper authorization and diagnostic software. Any off-site PC shall have access to the system for diagnostics through the use of the public internet, provided that they have been granted proper authorization and have been provided diagnostic software.

Although the Intercom PA system is programmed through a PC interface, the system shall not have to rely upon a personal computer for day to day operation. All programming information is loaded into the intercom system allowing independent operation of the system.

The final copy of the program and the configuration of data files shall be provided to the school in electronic format.
11. The audio channel(s) shall be priority driven allowing for the highest priority signal type access to a voice channel. The system shall be user programmable to allocate, upon demand, either of the channel(s) to facilitate simultaneous intercom conversations, pages, program distributions, or combination thereof.

12. Call switches shall be provided and shall be programmable and capable of routing incoming calls from classrooms to a specific control console or specific group of consoles. Every point shall be individually programmed. Up to 16 different console groups can be assigned.

Calls may be answered from any annunciating control console, administrative telephone, attendant console, and Caller ID enabled single-line telephones. When calls are routed to multiple consoles or console display units simultaneously, once answered, the call shall be automatically cancelled from all other consoles or displays.

The system shall support both "normal calls" and "emergency calls" from a single call switch. Merely depressing the call switch repetitively 3 times or flashing the hook-switch of the room telephone 3 times shall initiate emergency calls. Call switches may also be programmed to initial an emergency call by pressing and holding the button for three seconds.

If an emergency call is not answered within a user programmable time, the call will automatically call all other Administrative Control Consoles in the system.

Every call switch point shall support an independent programmable priority level.

13. Pre-announce tones will alert the classroom of incoming calls with distinct tones for each priority level.

Provide automatic gain control on intercom speech to assure constant speech level.

14. System shall have the capabilities of interfacing with a local Gym or Auditorium Sound System, providing automatic bridging of the local system, whenever it is accessed from the console. The system shall automatically track the local system, controlling the audio program as programmed from the control console.

15. Emergency announcements shall have the highest priority over any other system function.

16. Systems whose only method of distributing an audio program is by the use of mechanical switch banks shall not be accepted.

17. Systems, which cannot support the distribution of program material by at least two separate methods, will not be acceptable.

18. The system shall provide capability for multiple open voice intercom paths used for intercom, paging, program distribution, or emergency paging (Minimum of two). These paths shall be global, non-blocking circuitry. Systems offering multiple-speech paths, which are restricted to a single speech path per group of room stations or circuit card, due to hardware constraints, will not be accepted. The intercom channels shall be universal allocating channels on demand.

19. The intercom channel(s) must be equipped with an auto call back function allowing callers to simply request call back in the event that a channel is busy alleviating the need to repeatedly call the system.

I. Telephony Features and Product Description:
   1. The system shall integrate to the facility phone system to allow any authorized telephone system extension to:
a. Place intercom calls to any classroom or work area.

b. Make paging announcements to any of the 32 zones.

c. Initiate system tones to any area of the facility.

d. Distribute programs to any zones and zone monitor any area of the building.

2. The system shall allow the facility phone system to answer any calls from call switches or intercom handsets. When the phone system is equipped with standard Caller-ID support, all information about the caller such as room number and call priority will be available on the display of the telephone.

J. Master Clock Features and Product Description:

1. The system shall provide for automatic clock correction for Daylight Savings Time, Spring Ahead/Fall Back. Daylight savings shall not require the use of any user input at the time of daylight savings.

2. The master clock system shall support a minimum of 16 schedules and 1536 events as outlined in the Intercom/PA Features section.

3. The system shall support Electronic Message Displays (EMD). These displays are integral to the emergency notification needs of the facility. Provide where indicated on the project drawings. Consult with project engineer if more detail is needed.

   a. The display shall accommodate the normal messaging provided on other Telecor digital clocks. Additionally, the display shall accommodate full alphanumeric character support along with other grammatical symbols to provide complete message display capability. Messages of up to 127 characters in length shall be supported through the use of scrolling. Scroll speed shall be user adjustable through the use of an infrared handheld remote control.

   b. The display can be programmed to be part of the bell schedule of the school allowing the timer feature to be used for class change periods. The display can be used for visual confirmation of bell tone descriptions such as "End of Period 1", "Start of Period 2" or any other customized information that can be schedule set.

   c. The displays are hardware addressable and can be assigned to one of eight software "Message" Zones for the display of different messages in select areas of a facility.

   d. In the event of an Emergency Call from a classroom, the origin of the Emergency Call is displayed on multiple Electronic Message Displays, giving the opportunity for school staff to respond more quickly. In addition, a console or room telephone has the ability to activate a specific message for display on a group of EMDs. This allows an emergency procedure such as school "lock down" to be activated from any telephone, quickly and efficiently.

K. Administrative Telephones:

1. The intercom/paging system control console shall be microcomputer based, desk top console, occupying no more than 75 sq. inches of desk space and weighing 2 lbs. It shall be manufactured of high impact, molded plastic with a standard 12 button keypad. It shall be Model MCC-300.
2. All incoming calls shall be held in memory and displayed sorted by priority and order received. Each of the six levels of priority shall be displayed by a unique priority prefix and call-in tone. The console shall also have facilities for reviewing all incoming calls stored in memory.

3. The console shall have the ability to program or change all of the operational characteristics of the Intercom/PA system.

L. Equipment Racking:
The central electronics equipment shall be contained in an upright rack, Telecor model 242, 261 or 277 or approved equal. The rack must be sized by the contractor to house all components required by this specification plus 20% spare for additions.

The rack shall be 21.9" wide and 18.5" deep. It shall be constructed of CRS, using 16 gauge materials for the top and bottom of the rack and 14 gauge materials for the sides. The rack shall be equipped with both front & rear mounting rails, punched on standard centers. The rack shall be complete with a hinged, locking rear door. The rack shall be finished in Black Baked Enamel.

M. Call Switches:
The Call Switch shall be a Telecor model CS-1 or approved equal. Furnish and install where indicated on the plans.

1. The switch shall be a momentary action, push-button switch mounted on a 1-gang brushed stainless steel plate suitable for flush or surface mounting on a standard single gang back box with 3 - 9/32" mounting centers.

2. The stainless steel plate shall be inscribed "Push to Call".
SUMMARY OF REQUIRED DOCUMENTATION:

One (1) original and one (1) copy of the proposal must be submitted in a standard 3-ring binder and be clearly labeled on the front “ITB 20-10 - Intercom System Program”, and the name of the submitting company. Each of the following must be in the binder and tabbed with the proper letter. Do not combine any tab or refer back to a tab as a response. Failure to respond to all of the following will result in disqualification.

TAB A: The prospective bidder must be licensed to do business in the state of Florida for, at least, two (2) consecutive years. Bidder must provide copies of its business license with the bid response.

TAB B: The prospective bidder should, at least, receive 50% of their revenues from the selling, installing, inspecting, testing, services, and maintaining Life Safety Systems.

TAB C: The bidding company must employ on permanent staff personnel that have been factory trained and certified on programming, testing, maintenance, and repair of life safety systems. Trained personnel must have certifications to include Telecor systems or equivalent. Proof of training certification must be submitted with bid response. (Installation training does not automatically satisfy this requirement.)

TAB D: Successful bidder must maintain adequate replacement parts and complete head end equipment to maintain systems (assuming parts are still available and must be able to acquire parts within 24 hours. Provide short narrative on parts inventory and availability.

TAB E: Successful bidder must have a technician available on a twenty-four-hour basis. Bidder must provide a two-hour response time for emergency service calls. A listing of available technicians and home phone numbers will be required upon bid award.

TAB F: Bid Proposal Forms (Do not re-type, use exact form) & Bidder’s Acknowledgement (Page #1).

TAB H: Drug Free Work Place and Public Entity Crime Forms.

TAB I: Other Supporting Documentation.

All services described in this RFP shall be completed in accordance with the Florida State Building Code and SREF as defined in the Florida Building Code 2005.
Current Intercom System Information by School:
Schools below with an asterisk (*) next to their name are the ones that still need upgraded systems. We have no timeline when they are to be upgraded.

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BID PROPOSAL FORM – TAB F

NOTE: ALL DOCUMENTS MUST BE COMPLETED IN ORDER FOR YOUR BID TO BE CONSIDERED.

DATE: _____________________________________________________

COMPANY: _____________________________________________________

ADDRESS: _____________________________________________________

CITY, STATE & ZIP: ________________________________________________

PHONE: _____________________________________________________

FAX: _____________________________________________________

E-MAIL: _____________________________________________________

WEB SITE: _____________________________________________________

SIGNATURE OF REPRESENTATIVE: ________________________________

(PRINT NAME): _____________________________________________________

TITLE: _____________________________________________________

DO YOU ACCEPT PROCUREMENT (CREDIT) CARD ORDERS: YES ______ NO _____

______________________________________________________________

CATALOG NAME: __________________________________

DISCOUNT OFF CURRENT CATALOG ______%

DOES DISCOUNT APPLY TO EQUIPMENT LISTED IN YOUR CATALOG

YES ________ NO _____________________

______________________________________________________________

DISCOUNTED LABOR PRICE FOR FIRST YEAR OF CONTRACT: $_________

DISCOUNTED LABOR PRICE FOR SECOND YEAR OF CONTRACT: $_________

DISCOUNTED LABOR PRICE FOR THIRD YEAR OF CONTRACT: $_________

DISCOUNTED LABOR PRICE FOR FOURTH YEAR OF CONTRACT: $_________

DISCOUNTED LABOR PRICE FOR FIFTH YEAR OF CONTRACT: $_________
BID PROPOSAL FORM, CONTINUED:

1. Pricing for Installation of New Proposed System for Bluewater Elementary School with an LED Message Center:

$_______________________

2. Pricing for Installation of New Proposed System for Bluewater Elementary School without an LED Message Center:

$_______________________

3. Pricing for Installation of New Proposed System for Pryor Middle School with an LED Message Center:

$_______________________

4. Pricing for Installation of New Proposed System for Pryor Middle School without an LED Message Center:

$_______________________
Preference shall be given 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 bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free 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 bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees 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 an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Signature ____________________________
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

(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.

_____________________________________________________________________________________________
ORGANIZATION NAME                                                       SPONSOR AGREEMENT NUMBER OR PROJECT NAME
_____________________________________________________________________________________________
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)
_____________________________________________________________________________________________
SIGNATURE(S)                                                                   DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side 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," "proposa1," 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 Nonprocurement 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 participation 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.
SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes. I further affirm that:

1. This Company does not appear on the Scrutinized Companies that Boycott Israel List. This company is not participating in a boycott of Israel such that it is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.

2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
   b. Have a material business relationship involving the supply of military equipment, or
   c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
   d. Have been complicit in the genocidal campaign in Darfur.

3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
   a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
   b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

4. This Company is not engaged in business operations in Cuba or Syria.

________________________________________
Vendor / Company Name

________________________________________
Signature of Contractor’s Authorized Official

________________________________________
Name and Title of Contractor’s Authorized Official

________________________________________
Date

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/
SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the Verified column indicating that the item is included in your bid packet. We suggest that you include this completed checklist along with your bid.

Items checked Required must be submitted at the time you submit your bid or your bid may be declared non-responsive. Items checked Requested should be submitted at the time you submit your bid to facilitate the evaluation process, but will not be cause for declaring your bid non-responsive.

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<td>Completed and signed Certification Regarding Scrutinized Company List</td>
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