

Company Name: _____



**SCHOOL BOARD OF CLAY COUNTY
INVITATION TO BID
BIDDER ACKNOWLEDGMENT**

SUBMIT BID TO: SCHOOL BOARD OF CLAY COUNTY
814 WALNUT STREET
GREEN COVE SPRINGS, FLORIDA 32043
ATTN: PURCHASING DEPARTMENT
PHONE NUMBER (904) 529-2604

SEALED BID - PAGE 1 THROUGH 26 SHALL BE RECEIVED AT THE OFFICE OF THE
PURCHASING DEPARTMENT UNTIL **TUESDAY, JULY 29, 2014 at 2:00 P.M.** AND MAY NOT
BE WITHDRAWN WITHIN 45 DAYS AFTER SUCH DATE AND TIME.

Specifications And/Or Samples of Equal To Items Shall be Received No Later Than JULY 10, 2014

AGENCY WEB POSTING DATE: **JUNE 10, 2014**

BID TITLE: **ENHANCED CLASSROOM SYSTEM – COUNTY WIDE BID #14-F-217-A**

VENDOR NAME & ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE (MANUAL): _____

AUTHORIZED SIGNATURE/TITLE (TYPED): _____

SEALED BID: **All** bid sheets, requested documents, and this form shall be executed and submitted in a sealed envelope. (Do not include more than one bid per envelope.) The face of the envelope shall contain, in addition to the address, the date and time of the bid opening. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

NO BID- I HEREBY SUBMIT THIS AS A “NO BID” FOR THE REASONS CHECKED BELOW:

1. Insufficient time to respond	6. Could not meet Insurance requirements
2. Specifications were unclear or restrictive	7. We do not offer the product or service requested
3. Could not meet bonding requirements	8. Remove our company name from this bid
4. Our schedule shall not permit us to respond	9. Keep our company on the bid list for future bids
5. Could not meet specifications	10. Other _____

Company Name: _____

GENERAL CONDITIONS

COMPETITIVE SOLICITATION: For the purpose of this document “competitive solicitation” means the process of requesting and receiving sealed bids, proposals, or replies, regardless of the method of procurement. The terms sealed bid, proposal, or reply may be used interchangeably throughout this document.

EXECUTION OF BID: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida (“School Board”) and enter information only in the spaces where a response is requested. Failure to do so may cause bid to be rejected. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a bid. Bid shall contain a manual signature of an authorized representative in the space provided. Bid shall be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to their bid prices shall be initialed. An officer or employee having authority to legally bind the company or firm shall sign the bid in ink and the company name shall appear on each page of the bid. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the product or service fully complies with the specifications, terms and conditions herein.

NO BID: If not submitting a bid, respond by returning only the bidder acknowledgement form, marking it “NO BID”, and explain the reason in the space provided. Failure to respond without justification shall be cause for removal of the supplier’s name from the bid mailing list. NOTE: To qualify as a respondent, bidder shall submit a “NO BID”, and it shall be received no later than the stated bid opening date and hour.

BID OPENING: All bids shall be received no later than the date and time specified on the document. It is the bidder’s responsibility to assure that their bid is delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. NOTE: Bid tabulations shall be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Bid files may be examined during normal working hours by appointment. Bid tabulations may not be provided by telephone.

QUANTITIES SPECIFIED: The School Board reserves the right to increase or decrease the quantity of any of the items, products, goods or services included in this bid.

PRICES, TERMS AND PAYMENT: Prices bid shall be firm and include all packing, handling, shipping charges and delivery to any point within the School District. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the School Board Administration Offices, whichever is later.

TAXES: The School Board is exempt from paying Federal Excise or Sales taxes. See exemption number on face of purchase order. A tax-exempt certificate is available upon request.

MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, and all instructions pertaining to supplies and services. Failure to do so shall be at bidder’s risk. In case of mistake in extension, the unit price shall govern.

SAFETY STANDARDS: Unless otherwise stipulated in the bid, the bidder certifies that all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act (OSHA) and any standards hereunder. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder.

Company Name: _____

RIGHT TO KNOW: The Manufacturer, Importer or Distributor of a toxic substance shall provide all Material Safety Data Sheets with their bid. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to School Board upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the vendor retains the sole insurable interest in the goods. The School Board shall not accept collect freight charges. Time of delivery is an important consideration for the School Board in making the award. The School Board reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the vendor's expense.

INVOICING AND PAYMENT: Contractor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the School Board at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Local Government Prompt Payment Act. An original invoice referencing a School Board purchase order number shall be submitted for payment. Failure to follow these instructions may result in delay in processing invoices for payment.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If bids are based on equivalent products, indicate the manufacturer's name and product number on the bid form. Bidder shall submit cuts, sketches and descriptive literature and/or complete specifications with their bid. Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and shall not be considered an exception thereto. The School Board reserves the right to determine acceptance of item(s) as an approved equivalent. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid an alternate brand shall be received and considered in complete compliance with the specifications as listed on the bid form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the School Board unless evidenced by a Change Notice issued and signed by authorized School Board representative.

AWARDS: The School Board reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received as the best interest of the School Board may require. When it is determined there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Upon award of this bid, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this Invitation to Bid is cautioned not to provide goods and services to any School Board site or to any School Board employee prior to receiving a purchase order issued by the School Boards Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The School Board is not obligated to pay invoices for the provision of goods or services for which the School Boards Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the School Board.

TIED BID: In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S.. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the

Company Name: _____

bid shall be decided by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the Director of Purchasing who shall designate the calling of heads or tails.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this bid shall be warranted by the vendor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the School Board with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the School Board.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the bidder's expense. Each individual sample shall be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Samples of successful bidder's items may remain on file with the Purchasing Department for the term of the contract. Request for return of samples shall be accompanied by instructions, which include shipping authorization and name of carrier, and shall be received within thirty (30) days after bid opening date. If instructions are not received within this time, the commodities shall be disposed of by a School Board representative.

NON-CONFORMANCE TO CONTRACT CONDITIONS: Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Delivery of non-conforming items or failure to deliver items by the delivery date set forth in bid and/or purchase order may result in bidder being found in default in which event any and all re-procurement costs may be charged against the defaulting contractor.

Any violation of these stipulations may also result in:

- a) Supplier's name being removed from the School Board vendor mailing list;
And/or
- b) All schools and departments being advised not to do business with the supplier without written approval from the Purchasing Department until such time as the supplier reimburses the School Board for all re-procurement costs and advises the Purchasing Department of corrective action taken to preclude recurrence of such failure to perform.

INSPECTION, ACCEPTANCE AND TITLE: Inspection and acceptance shall be at final destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the School Board, unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims. However, to assist them in the expeditious handling of damage claims the School Board shall:

- a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b) Report damage (Visible and/or Concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- c) Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier.
- d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

FACILITIES: The School Board reserves the right to inspect the bidder's facilities at any time with prior notice.

Company Name: _____

DISPUTES: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions of the invitation to bid or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of bid solicitation or posting of the bid tabulation with recommendation and shall file a formal written protest within ten days working days following the filing of Notice of Protest. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes.

Bid Tabulation / Recommendation of Award shall be posted online at <http://oneclay.net/purchasing/#active> with the hard copy posted at 900 Walnut Street in Green Cove Springs, Florida on the 1st floor after the intended recommendation is announced on or about **August 6, 2014**. This tabulation shall remain posted for a minimum period of 96 hours.

CANCELLATION/TERMINATION: In the event, the awarded bidder violates any of the provisions of this bid or fails to perform their obligation under this contract in a manner satisfactory to the School Board as per specifications, the Director of Purchasing shall give written notice to the vendor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the School Board for immediate cancellation of the contract. Failure of the vendor to correct deficiencies shall give the School Board the right to cancel this contract, but failure by the School Board to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the School Board may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The School Board reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract shall be terminated for cause or convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School Board shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the vendor. The School Board may cancel the contract upon ninety (90) days written notice for reasons other than cause and vendor shall have no legal recourse or cause of action against the School Board damages resulting from said cancellation.

GOVERNING LAWS AND VENUE: This Bid and all transactions contemplated by this Bid shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws. Venue for any action arising in regard to bid shall be in Clay County, Florida.

CONFIDENTIALITY: Bidders shall be aware that all submittals provided with this bid are subject to public disclosure and shall not be afforded confidentiality with the exception of financial statements.

USE OF OTHER CONTRACTS: The School Board reserves the right to utilized other district contracts, State of Florida Contracts, contracts of any other public entity in the State of Florida or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012 in lieu of any offer received or award made as a result of this bid, if it is in the best interest of the School Board. Not all items cataloged by the successful bidder shall be purchased under the ensuing contract. Some products/services purchased may be made from other sources as required by law or regulation For example, purchases from State Contract Vendors, Florida Association of Rehabilitation Facilities (RESPECT) or Florida Prison Industries (PRIDE). For more detailed information on state contracts, or items marketed by RESPECT or PRIDE, contact the issuing office of this ITB.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or School Board Members regarding this bid. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said bid.

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ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465, 467 or 468 and possess a School Board fingerprinting clearance card prior to entry upon School Board property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the School Board. Refer to the School Boards web site at www.oneclay.net and click Employment Tab then click onto Jessica Lunsford Act to learn more about this law and for information on when and how to obtain fingerprinting.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees of the successful bidder shall be considered to be at all times the sole employees of the Contractor under their sole direction and not employees or agents of the School Board. Bidders shall supply competent employees:

- The School Board, as determined by a Principal or School Board Representative, may require the bidder to remove an employee it deems to be careless, incompetent, insubordinate or who uses foul or abusive language presents an offensive appearance or is otherwise objectionable and whose presence on School Board property is not in the best interest of the School Board.
- When applicable, bidder and all their employees are required to sign in and out at the main office or other designated places upon arrival and departure of job site. All subcontractors are also required to follow this procedure and the bidder is responsible for insuring compliance. Bidder's employees and subcontractors shall be identified (i.e. company shirt with logo, company ID badge, etc).
- Radios or other audio items are not to be used on School Board property.
- Smoking is prohibited on School Board property.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The School Board reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the School Board.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5): With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

PATENTS AND ROYALTIES: The bidder, without exception, shall indemnify and save harmless the School Board and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

PRICE ADJUSTMENTS: Any price decrease effectuated during the contract period due to market changes shall be passed on to the School Board. This shall also apply to all in-place equipment on a rent or lease plan.

EXTENSION: The School Board reserves the option to extend the period of this contract, or any portion thereof, for additional contract periods. Extension of the contract periods shall be by mutual agreement in writing.

LIABILITY: The supplier shall hold and save the School Board, its officers, agents and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

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FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the bid and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10): All vendors, contractors and subcontractors shall give access to the School Board, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All vendors, contractors and subcontractors shall retain all records pertaining to this bid/contract for three (3) years after the School Board makes final payments and all other pending matters are closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All vendors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13): All vendors, contractors and subcontractors shall 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 (pub. L. 94-163, 89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All vendors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All vendors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

CONTRACT WORK HOURS & SAFETY STANDARDS ACT (34 CFR 80.36(i)(6)): All vendors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN: By submitting a bid any Company/Contractor/Vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Vendor submitted a false certification any contract resulting from this bid may be immediately terminated in accordance with s.287.135 Florida Statute.

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INDEMNIFICATION: Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board, indemnify, defend and hold harmless the School Board, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board, an/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board, for any negligence on the part of the School Board, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO THAT VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THIS SHEET AND THE ACCOMPANYING BID CONSTITUTE AN OFFER FROM THE BIDDER. IF ANY OR ALL PARTS OF THE BID ARE ACCEPTED BY THE SCHOOL BOARD OF CLAY COUNTY, AN AUTHORIZED REPRESENTATIVE OF THE PURCHASING DEPARTMENT SHALL AFFIX THEIR SIGNATURE HERETO, AND THIS SHALL THEN CONSTITUTE THE WRITTEN AGREEMENT BETWEEN THE PARTIES. THE CONDITIONS OF THIS FORM BECOME A PART OF THE WRITTEN AGREEMENT BETWEEN THE PARTIES.

Authorized Representative of the School Board of Clay County

Date

Effective

Company Name: _____

THE ATTACHED MANDATED FORMS SHALL BE COMPLETED AND SIGNED BEFORE THIS BID SHALL BE CONSIDERED FOR AWARD:

REQUIRED FORMS (ATTACHED AND DESCRIBED BELOW) - PLEASE EXECUTE AND INCLUDE WITH PROPOSAL

- 1-CERTIFICATION REGARDING NON-DISCRIMINATING
- 2-CERTIFICATION REGARDING LOBBYING
- 3-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- 4-DRUG-FREE WORKPLACE CERTIFICATION

PLEASE NOTE THE FOLLOWING PUBLIC ENTITY CRIME STATEMENT:

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 PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATION: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE 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 AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

IF APPLICABLE, IT SHALL BE NOTED THAT THE PROGRAM/PROJECT REQUIRING THE SOLICITATION OF THIS BID IS BEING FUNDED BY THE PERCENTAGE OF FEDERAL FUNDS LISTED BELOW:

_____ %

Company Name: _____

CERTIFICATION REGARDING NON-DISCRIMINATING

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE VENDOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

AUTHORIZED SIGNATURE OF VENDOR

DATE

Company Name: _____

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDED OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

AUTHORIZED SIGNATURE OF VENDOR _____ DATE _____

Company Name: _____

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110.

1. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT.

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT; AND

2. WHERE THE BIDDER IS UNABLE TO CERTIFY TO ANY OF THE STATEMENT IN THIS CERTIFICATION, HE OR SHE SHALL ATTACH AN EXPLANATION TO THIS BID PACKAGE.

AS DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THE BID PROPOSAL, I HEREBY CERTIFY THAT THE COMPANY OR INDIVIDUAL DOES COMPLY WITH THE ABOVE CERTIFICATION.

NAME OF BIDDER _____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE: _____ DATE: _____

Company Name: _____

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS – 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 procedure for processing tie bids shall be followed if none of the tied vendors 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 what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY NAME _____

VENDOR'S SIGNATURE _____

Company Name: _____

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Bidder)

Name of bidder: _____

Identify the state in which the bidder has their principal place of business: _____

Identify the political subdivision (outside of Florida) in which bidder has its principal place of business:

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Bidder)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision.

_____ The bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference(s)** in the letting of any or all public contract to business entities who principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) _____ - _____

E-mail address of out-of-state attorney: _____

Attorney's states of bar admission: _____

Company Name: _____

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

SPECIAL CONDITIONS

It is the intent of the School Board to establish a firm fixed priced “**ENHANCED CLASSROOM SYSTEM**” contract for the Purchase, Delivery and/or Installation of appropriate Equipment and/or Services to various schools and departments located throughout the Clay County School District for a three (3) year contract period of August 21, 2014 through August 20, 2017. The School Board reserves the right to renew this contract for an additional contract period upon mutual agreement, in writing.

Sealed bids shall be received by the Purchasing Department, until TUESDAY, JULY 29, 2014 at 2:00 P.M. The public opening shall acknowledge receipt of the bids only, details concerning pricing or the offering may not be announced. All bids submitted shall become public record in accordance with F.S. 119.071. Bids by fax, telegram, email or telephone are not acceptable. All bids submittals should be clearly marked on the outside of the envelope/package with the bid name, bid number, opening date and time.

For the purposes of calculating the amount of a protest bond, this contract is valued at approximately \$500,000.00 in total for one (1) contract term, excluding renewal options. This is only an estimate and actual volume could vary up or down. The School Board shall not be held responsible if actual purchases are less than this amount. The School Board reserves the right to increase or decrease all estimated quantities during the term of this contract without affecting the bid pricing and terms.

Award shall be based on the Standard Enhanced Classroom System Total Combined Price for Items 1 through 12 on Pages 24-25 of bid, with the School Board reserving right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. The overall lowest, best, responsive and responsible bid shall be determined solely by the School Board on what is in the best interest of the School Board. To be considered responsive, vendor(s) shall respond to all items and submit on the Bid Tender Forms.

Pricing under this bid shall be structured such that schools/departments may purchase a single item and/or a variety of configurations including some or all of the following components: wall-mounted controller, wall plate, projector, speakers, CATV turner, pull-down screen with mounting brackets, wireless microphone, pen pad, document camera, cables necessary to connect all components together and associated installation, warranty, etc. described herein. The components shall generally be configured to provide an integrated audio/video multimedia system for classrooms, media centers and cafeteriums. However, all pricing shall be reviewed to ensure competitiveness. Bids that reflect unreasonable pricing for any item are subject to rejection. When it is determined there is no competition to the lowest responsible bidder, evaluation of other bids is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

Products bid shall be as specified or **School Board Pre-Approved Equivalent** when stated. Alternate items bid are not acceptable and School Board shall deem the bid non-responsive. Bidders who have products they feel are equal to items specified may submit specifications and/or samples to the Purchasing Department **no later than July 10, 2014 (10 working days prior to bid opening)** for review. If items are approved vendor shall be notified by Purchasing Department. In order to maintain and endorse standardization with our existing Enhanced Classroom Systems the School Board reserves the sole right to establish a product “as equal”.

If vendor would like to view an installed system please contact Phil Hans, Plan Coordinator (904) 284-6516.

The School Board reserves the right to negotiate custom installation with the awarded vendor(s) for special room configurations. These non-standard configurations may include but are not limited too different components than those listed herein based on the individual room needs. Example: band rooms, cafeterias, media centers, auditoriums, etc.

Company Name: _____

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

SPECIAL CONDITIONS

The successful bidder hereby agrees to commence work as soon as possible after receipt of a duly authorized purchase order(s) and to complete individual projects in accordance with specifications within time frames stipulated on the purchase order when applicable. In the event the awarded bidder is unable to perform, for any reason, including emergency requirements as determined by the School Board Administrator, the School Board reserves the right to acquire the needed goods and/or services from another vendor without breaching this bid.

Bids shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this bid, have sufficient financial support, equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated

When performing services as requested in this bid, Contractor(s) shall provide:

- All labor
- Supervision
- Necessary Tools and Equipment
- Materials, Parts, Supplies if applicable
- Removal of debris and site clean-up upon completion of the job.

The successful vendor shall request the School Board's Facility and/or Maintenance Department's (School Board Representatives) to inspect all final completion of each job to certify acceptance completion. Payment for each job shall be issued after inspection and acceptance by the School Board Representative(s).

The School Board Representative(s) shall have the authority to stop work at any time if work is not in compliance with the specifications. The School Board shall by written notice to the contractor terminate this contract if the contractor has been found to have failed to perform his obligation under this contract in a manner satisfactory to the School Board as per specifications. Failure of the contractor shall give the School Board the right to cancel this contract, but waivers of this right, in any instance, shall not prevent the subsequent exercise of this right by the School Board or prejudice its claim for damages resulting from such default or breach of contract. The School Board shall cancel the contract upon 90 days written notice for reasons other than cause.

The following provisions shall apply:

- The contractor shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take other such precautions to protect life and property, and shall be liable for all damages incurred by way of their actions or neglect of that of their employees.
- Contractor shall conduct their work so as to interfere as little as possible with the operation of the School/Facility and shall adhere to all noise abatement performance standards for all construction equipment as established by the county or state ordinances for work sites during specified hours.
- For all projects where work is to be accomplished on evenings, weekends or during holiday periods, School Board Representative(s) shall be made available at the site to enable Contractor access to the facility. All such work of this nature is to be coordinated and authorized through the School Board Representative(s).
- Until acceptance of the work by the School Board Representative(s), the project shall be under the charge and care of the Contractor and the Contractor shall take every precaution against injury or damage to School Board property. In the event such injury or damage has occurred, the Contractor shall rebuild, repair or make good at their expense, while at the job site, and prior to School Board Representative(s) acceptance.
- Work is to be completed in a timely manner with Project Time Lines done on job by job basis by mutual agreement between School Board Representative(s) and Contractor. Repeated lack of completion based upon a number of days to complete shall be cause for termination of this contract. No charges shall be allowed for equipment down time lost due to equipment failure.
- Follow up or call back work, to correct recent work, SHALL NOT be charged to the School Board if the work is the result of the Contractors negligence.

Company Name: _____

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

BID EQUIPMENT SPECIFICATIONS

Product literature (brochure/“cut sheet”) shall be submitted with bid response or within 24 hours upon request.

During the term of this bid if an item is discontinued and a replacement offered, the awarded bidder shall notify the School Board Purchasing Department with the replacement specifications, a sample of the replacement product and the replacement price when applicable.

ITEM EQUIPMENT SPECIFICATIONS

1. INSTALLATION RATE PER STANDARD CLASSROOM

- a. Shall provide turnkey installation of all systems to include: Supervision - Delivery and Setup of equipment / controls using the required materials, tools and cables necessary - Clean up - Inspect and Sign-off completed installation prior to School Board acceptance. (Additional electrical work if needed will be processed by the School Board)
- b. When equipment items for desktop use are purchased, installation services are NOT required.
- c. Pricing shall include the cost of installing all bid items and the projector drop ceiling plate or hard ceiling plate, mounting bracket and amplifier which shall be supplied to the awarded vendor by the School Board.

2. WALL MOUNTED CONTROLLER

- a. Wall mounted controller installed shall have the ability to replace the need for projector remote control.
- b. The controller should be wall mounted with configurable buttons, and shall have upgradeable capabilities for add-on components such as a wireless microphone, CATV Tuner, projector, etc.
- c. The controller shall have the ability to be configured to change inputs, channels, volume and power.
- d. Wall mounted controller shall be connected to the projector via RS 232 connection.
- e. The height of the wall mounted controller shall be addressed upon installation.
- f. Shall provide a means for timely automatic shutdown of the projector.
- g. Shall have appropriate security features for K-12 environment.

3. WALL PLATE

- a. Vendor(s) shall provide appropriate wall plate for each location.
- b. Wall plate shall contain connectors for VGA, 3.5 mm audio, RCA L/R/Composite, Video Inputs.

4. PROJECTOR

- a. Projector shall have 3-year replacement warranty.
- b. Vendor(s) shall guarantee that each projector shall have a working bulb for a **minimum of two years from the date of installation**. Vendor(s) may ensure this requirement is met via inclusion of an unconditional 2-year bulb warranty.
- c. Vendor(s) shall provide one free bulb per every 5 projectors purchased. Bulbs shall be shipped to a designated location to be determined and communicated following award. Individual school projector purchases shall be part of this program based on the cumulative total of projectors ordered per month.
- d. For project locations where 30 or more installations are purchased, one replacement product (projector, amp, etc) per location shall be provided at no cost to the District in order to create a “hot swappable”.

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

BID EQUIPMENT SPECIFICATIONS

5. SPEAKERS CEILING MOUNTED

- a. Minimum of two, each fitting within a standard drop ceiling tile size of 2' by 2', plenum rated, 8 inch minimum Coaxial Speaker, max output 35 watts at 8 ohms impedance, white flush mount grill.
- b. When 2 x 4 ceiling tiles are present, the vendor shall leave ceiling in an acceptable finished condition.
- c. Speakers shall be fully enclosed to prevent sound from bleeding above the ceiling to other classrooms.

6. CATV TUNER

- a. CATV Tuner shall have: RCA Video/Audio out, Channel Lock Out Capability, on-screen display for channel feedback desired, Left-Right Balanced or Unbalanced Audio, IR Control, Real Time Clock and RF Channels 2-125.

7. SURGE PROTECTOR

- a. 6 outlet rated at 15 amp capacity, 120 volt input and a max power protection of 1875 watts, surge energy rated to 370 Jewels, U:L listed 3 –wire NEMA 5-15 grounded outlets and brass grounding plug, with 3-MOV 3 line protection.

8. PULL-DOWN SCREEN WITH MOUNTING BRACKETS

- a. Manual pull down white matte screen having an aspect ratio of 4:3 with minimum viewing dimension of 64" X 84" inches, white finish on outer metal casing supported from the ceiling or wall by mounting brackets.

9. WIRELESS MICROPHONE SYSTEM

- a. Shall be capable of connecting to installed amplifier.
- b. Shall utilize IR technology and/or digital RF.
- c. Shall be wireless and be able to restrict crosstalk between classrooms.
- d. Shall have 8 hour minimum talk time.
- e. System shall include transmitter/receiver and microphone.

10. PEN PAD

- a. Interactive Wireless Tablet with no crossover interference when multiple users in the same vicinity,
- b. Setup software included.

11. DOCUMENT CAMERA

- a. Compact, Lightweight, Versatile Input / Output Connection to use with Projector, Monitor or PC.

12. CABLES

- a. Cabling system such as a structured wiring connection system or a multi-format all in one runner cable shall connect the wall plate, runners and leads to ceiling projector. The cabling shall be a single run, multi-cable wire.
- b. All wiring used above ceiling level shall be plenum rated when required by code.
- c. Vendor(s) shall include VGA splitter and the necessary cables to connect all classroom installed components, including connecting the teacher's desktop/laptop to the projector. Cable(s) with a minimum length of 6 feet to connect computer (video and audio) to the wall outlet shall be included.
- d. Cable(s) shall be of appropriate length for each classroom configuration – i.e. length requirement for standard classroom, portable classroom, band room, etc. may vary.

Company Name: _____

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

BID EQUIPMENT SPECIFICATIONS

13. SPEAKERS WALL MOUNTED

- a. Minimum of two, not to exceed 20” in length speaker with flush mount wall brackets.
- b. Rated at minimum 20 watts at 8 ohms impedance.
- c. Shall have a woofer and tweeter speaker within each speaker.

14. PERCENTAGE DISCOUNT(S)

- a. If multiple items and/or Classroom Systems either Standard or Portable are purchased at one time; the following minimum Percentage Discounts based on the number purchased shall apply:

Purchase up to 20	- _____%	Purchase 41 to 60	- _____%
Purchase 21 to 40	- _____%	Purchase 41 to 60	- _____%
- b. The School Board reserves the right to negotiate the Percentage Discounts if quantity of items and/or System(s) to be purchased deem necessary.

Specifications And/Or Samples of Equal To Items Shall be Received No Later Than JULY 10, 2014

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ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

BID REQUIREMENTS

INSTALLATION REQUIREMENTS

- a. Vendor(s) shall provide turnkey installation of all systems and provide name, address, phone and cell number of the bidder's contact person. Vendor(s) shall provide an experienced installation supervisor / lead technician (subject to the approval of School Board). This supervisor / technician shall be on-site and supervise, inspect, and sign-off prior to School Board acceptance. Vendor's lead technician & key personnel performing installation shall have successfully completed multiple projects of similar size and scope.
- b. The ceiling mounted projection system configurations shall have the projector, projector mount, tuner, amps and sensors attached to the ceiling plate with all components completely accessible from the classroom.
- c. Vendor(s) personnel shall have appropriate identification and check in with administrative office at each school.
- d. Vendor(s) shall submit a procedure method for testing all components in projector bundle(s).
- e. Delivery / Installation shall be coordinated with School Board contact noted on purchase order. Contact shall be notified at least one week before attempted installation. Most installations shall occur during normal business hours. It is possible that some installations shall require after normal business hours.
- f. Shipping / Delivery: Vendor(s) shall bring product to school or meet and coordinate unloading of any delivery trucks, move products to designated area within the building, remove equipment from boxes and remove boxes from site. Vendor(s) are responsible for disposing of all debris and cardboard in the manner required by federal, state, and county regulations/laws. Removal of debris and cardboard from the premises shall be done on the same day as the delivery and installation. Vendor(s) shall not be allowed to use School Board or general contractor's dumpsters for disposal purposes. No exceptions without written authorization from School Board.
- g. Vendor(s) shall provide all tools (ladders, carts, etc.) necessary to perform work outlined. **Vendor(s) are never to stand on School Board furniture during any installation.** Extreme caution shall be practiced during delivery/installation of all items. Vendor(s) shall use protective materials as appropriate. Any damage done by the vendor(s) personnel or subcontractors to any part of the building, equipment, furniture, fixtures or any items owned by the School Board shall be repaired or replaced at no cost to the District prior to final payment.
- h. Vendor(s) shall provide an easy to follow, simplified user manual for each product installed prior to sign-off. The manual shall include detailed pictures of the equipment with step-by-step instructions. One manual including operating instructions for all products included in a projector bundle installation, shall be provided to each school as well as a one page "quick start" sheet for each installed product.
- i. Where possible, utilize existing conduit in wall for cabling. Otherwise, appropriate panduit/conduit shall be provided and installed by vendor(s) to accommodate all cables. Panduit shall be installed using screws/anchors.
- j. Vendor(s) shall provide connectivity of CATV signal from the cable TV system to the projector and speaker system. In most cases, there is already a cable TV outlet housed within each classroom.

ELECTRICAL REQUIREMENTS

- a. Vendor(s) on-site supervisor / lead technician shall notify School Board contact of any installation environments requiring additional electrical work to include but not limit to a pre-existing electrical outlet in the appropriate ceiling location(s). The School Board contact shall process a Purchase Order with one of the licensed electrical contractor(s) on the School Board **"ELECTRICAL CONSTRUCTION - COUNTY WIDE BID"**.
- b. The Electrical Contractor(s) shall contact the vendor(s) on-site supervisor / lead technician to coordinate installation requirement to include but not limit to the relocation of an existing power outlet in the classroom to the ceiling in order to provide a quad outlet for ceiling mounted components. The new outlet shall be installed within the ceiling plate provided by the School Board. Provide a blank cover plate for any existing outlets used. This shall apply only to locations where there is an available circuit.

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

BID REQUIREMENTS

WARRANTY REQUIREMENTS

- a. The vendor(s) shall solely be responsible for handling all warranty issues.
- b. Projector shall have 3-year replacement warranty and all other components shall have standard manufacturer's warranty.
- c. Vendor(s) shall guarantee that each projector (Item # 4) shall have a working bulb for a **minimum of two years from the date of installation**. Vendor(s) may ensure this requirement is met via inclusion of an unconditional 2-year bulb warranty.
- d. The complete cost of repair/replacement (i.e., parts, labor, shipping costs to and from) shall be covered by the warranty and at no cost to School Board. During the warranty period, next business day response is required after notification of the problem. Resolution to the satisfaction of School Board shall be within three (3) business days. Permanent equal or greater product replacement is required after the fifth (5) day.
- e. During the first year, if district-wide failure rate of any component is equal to or greater than 20% of installed product, vendor(s) shall replace 100% of failing components with a component approved by School Board at no additional cost to the District.
- f. Installation and cabling shall be warranted for a period of 90 days after School Board acceptance.

TRAINING REQUIREMENTS

- a. On-site training for Enhanced Classroom Systems shall be provided by vendor(s) so that School Board shall have the ability to support, operate, remove and/or replace equipment as needed during the warranty period without voiding the warranty.
- b. Training plan shall include basic operation of the equipment, testing and diagnostics, support applications, and tools for staff to include support materials (i.e. manuals, frequently asked questions, quick start sheet).

RESUME

- a. Vendor(s) shall submit within 24 hours upon request a resume listing service qualifications. Failure to provide required information shall result in disqualification. At a minimum this resume shall include the following:
- b. Main service address and documented evidence that the bidder has been in the business of providing the services described in this bid for at least three (3) years.
- c. A list of at least three (3) clients (school or government entities preferred), who may be contacted for reference. Include contact name, phone number and their estimated contract dollar amounts.
- d. Vendor(s) shall supply sufficient documentation to assure capability to perform service according to bid specifications and industry standards including details on total number of trained service staff available for bid.
- e. All other pertinent data related to service qualification (i.e service certifications, training certifications).

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Company Name: _____

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A

BID REQUIREMENTS

INSURANCE REQUIREMENTS

The successful bidder shall furnish, prior to commencement of performance under this contract, to the School Board Purchasing Department, certificate(s) of insurance which clearly indicate the insurance coverage required below have been obtained:

CONTRACTOR’S AND SUB-CONTRACTOR’S INSURANCE

Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of Florida and satisfactory to the School Board of Clay County. Insurer shall be rated B+ with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. **Insurance certificate(s) reflecting the required coverage’s shall be submitted to the School Board of Clay County (Attn: Purchasing Department) prior to any work being performed under this Contract. These insurance certificate(s) shall be submitted directly from the successful vendor’s Insurance Agent and shall reflect a thirty (30) day notice of cancellation or change in coverage. The School Board of Clay County shall be named as additional insured, as Certificate Holder and list project “ENHANCED CLASSROOM SYSTEM BID #14-F-217-A” on all the Contractor’s policies.**

WORKERS’ COMPENSATION INSURANCE:

Contractor is responsible for assuring that valid Worker’s Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers’ Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for the protection of his employees not otherwise protected. The School Board of Clay County shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS’ COMPENSATION LAW Certificate.

State

- Statutory

Employer’s Liability

- Per Accident \$100,000.00
- Disease, Policy Limit \$500,000.00
- Disease, Each Employee \$100,000.00

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Including Premises Operation, Independent Contractor’s Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage’s:

Bodily Injury

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00

Property Damage

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00

Personal Injury

- Annual Aggregate \$1,000,000.00

- Completed Operations and Products Liability shall be maintained for one (1) year after final payment

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage’s:

Bodily Injury

- Each Person \$1,000,000.00
- Each Occurrence \$1,000,000.00

Property Damage

- Each Occurrence \$1,000,000.00

- Each Accident – Single Limit – Bodily Injury & Property Damage combined one million dollars (\$1,000,000)

NO PAYMENTS SHALL BE MADE TO VENDORS THAT HAVE NOT FILED THE REQUIRED INSURANCE CERTIFICATES WITH THE SCHOOL BOARD OF CLAY COUNTY PURCHASING DEPARTMENT.

Company Name: _____

ENHANCED CLASSROOM SYSTEM

BID #14-F-217-A





BID REQUIREMENTS

NOTE: The successful vendor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful vendor(s) have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful vendor(s) obligations cannot be delegated.

Bid pricing shall be submitted on the enclosed BID TENDER FORM. Bidders may use an attachment as an addendum to the Bid Form if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, shall constitute grounds for rejection of bid. Documents contained in this bid package constitute the complete set of specification requirements and bid forms. Prior to submitting a bid, it is the sole responsibility of bidder to ensure that all addenda releases are received, that all bid and addenda requirements have been completed and that all required pages and submittals have been included.

Questions regarding this bid package, whether technical, procedural or otherwise, shall be in writing to Nancy G. Racine, Director of Purchasing, Accounts Payable & Warehouse: nracine@oneclay.net

Any and all written questions received shall be compiled and appropriate School Board employees shall develop official responses. The compilation of written questions and their official responses shall be issued by the Purchasing Department. When necessary an addendum shall be issued. All official responses and addendum shall be posted on the School Boards web site located at <http://oneclay.net/purchasing/#active>, scroll down to active bids and open attachments for this bid package. This process shall constitute the only official means by which additional information regarding this bid shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any bidder's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Bidder's may be disqualified who solicit or receive (even if unsolicited) additional information regarding the bid by any other means than process described herein.

Do you accept payment via credit card? YES ___ NO ___     OTHER _____
Do you accept Electronic Payments? YES ___ NO ___
If yes, is there a charge to the School Board? YES ___ NO ___

Extend discount to other Government Entities in: Clay County, Florida YES / NO State of Florida YES / NO

AUTHORIZED SIGNATURE OF CONTRACTOR _____ **DATE** _____

<u>SIGNATURE REQUIRED CHECKLIST:</u>	<u>SUBMITTAL REQUIRED CHECKLIST:</u>
<input checked="" type="checkbox"/> INVITATION TO BID (Page 1)	(within 24 hours upon request)
<input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 10)	<input checked="" type="checkbox"/> RESUME
<input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 11)	<input checked="" type="checkbox"/> PRODUCT LITERATURE
<input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (Page 12)	<input checked="" type="checkbox"/> SPECIFICATIONS / SAMPLES for REVIEW
<input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 13)	<u>*Submit no later than July 10, 2014*</u>
<input checked="" type="checkbox"/> BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS (Page 14)	
<input checked="" type="checkbox"/> SPECIAL CONDITIONS, EQUIPMENT SPECIFICATIONS, REQUIREMENTS (Page 23)	
<input checked="" type="checkbox"/> BID TENDER FORM (Page 26)	

ENHANCED CLASSROOM SYSTEM**BID # 14-F-217-A****BID TENDER FORM**

Award shall be based on the Standard Enhanced Classroom System Total Combined Price for Items 1 through 12 on Pages 24-25 of bid with the School Board reserving right to make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; to reject any and all bids or waive any minor irregularity or technicality in bids received. The overall lowest, best, responsive and responsible bid shall be determined solely by the School Board on what is in the best interest of the School Board. To be considered responsive, vendor(s) shall respond to all items and submit on the Bid Tender Forms. Pricing under this bid shall be structured such that schools/departments may purchase a single item and/or a variety of configurations including some or all of the following items. The components shall generally be configured to provide an integrated audio/video multimedia system for classrooms, media centers and cafeteriums. However, all pricing shall be reviewed to ensure competitiveness. Bids that reflect unreasonable pricing for any item are subject to rejection.

ITEM #	DESCRIPTION	BRAND MAKE & MODEL BIDDING	ITEM PRICE
1	<u>INSTALLATION RATE PER STANDARD CLASSROOM</u> - Shall provide turnkey installation of all systems to include: Supervision - Delivery and Setup of equipment/controls using the required materials, tools and cables necessary - Clean up - Inspect and Sign-off completed installation prior to School Board acceptance. Pricing shall include the cost of installing all bid items and the projector drop ceiling plate or hard ceiling plate, mounting bracket and amplifier which shall be supplied to the awarded vendor by the School Board. (Additional electrical work if needed will be processed by School Board)	N/A	
2	<u>WALL MOUNTED CONTROLLER</u> - Installed to Wall with Appropriate Security Features for K-12 Environment, Connect to Projector via RS 232 Connection with means for Timely Automatic Shutdown, Ability to Replace Projector Remote Control, Have Configurable Buttons, Upgradeable Capabilities for Add-On Components like Wireless Microphone, CATV Tuner, Projector, etc. Ability to Configured to Change Inputs, Channels, Volume and Power: Pixie PXE-DCM or School Board Pre-Approved Equivalent		
3	<u>WALL PLATE</u> - Connectors for VGA, 3.5 mm Audio, RCA L/R/Composite Video Inputs: Rapid Run, Easy Run or School Board Pre-Approved Equivalent		
4	<u>PROJECTOR</u> - 2800 ANSI XGA DLP, 3yr Replacement Warranty: Viewsonic PJD5234 or School Board Pre-Approved Equivalent		
5	<u>SPEAKERS CEILING MOUNTED</u> - Minimum of two, 2' x 2' Ceiling Tile, plenum rated, white flush mount grill, 8" minimum Coaxial Speaker, max output 35 watts at 8 ohms impedance: AVM-SPK-2X2-801 or School Board Pre-Approved Equivalent		
6	<u>CATV TUNER</u> - RCA Video/Audio out, Channel Lock Out. Should have: On-Screen Display, Left-Right Balanced or Unbalanced Audio, IR Control, Real Time Clock and RF Channel 2-125: Stereon 203-250 or School Board Pre-Approved Equivalent		

ENHANCED CLASSROOM SYSTEM**BID # 14-F-217-A****BID TENDER FORM**

ITEM #	DESCRIPTION	BRAND MAKE & MODEL # BIDDING	ITEM PRICE
7	<u>SURGE PROTECTOR</u> - 6 outlet rated at 15 amp capacity, 120 volt input and a max power protection of 1875 watts, surge energy rated to 370 Jewels, U:L listed 3 –wire NEMA 5-15 grounded outlets and brass grounding plug, with 3-MOV 3 line protection: Stereon Model 905-307 or School Board Pre-Approved Equivalent		
8	<u>PULL DOWN SCREEN WITH MOUNTING BRACKETS</u> - Manual 64" x 84" Screen size, 4:3 video, Matte White screen/housing , Ceiling/Wall Mounting Brackets: Da-Lite B#40191, Recordex 103105/B or School Board Pre-Approved Equivalent		
9	<u>WIRELESS MICROPHONE SYSTEM</u> - Transmitter/Receiver and Microphone, Wireless IR Technology and/or Digital RF, 8 Hour Minimum Talk Time, Restrict Crosstalk between Classrooms, Capable of Connecting to Installed Amplifier: Teachlogic IR-100 and IRT-55 or School Board Pre-Approved Equivalent		
10	<u>PEN PAD</u> - Interactive Wireless Tablet with no crossover interference when multiple users in the same vicinity, setup software: Classlate Model X861 or School Board Pre-Approved Equivalent		
11	<u>DOCUMENT CAMERA</u> - Compact, Lightweight, Versatile Input / Output Connection to use with Projector, Monitor or PC: Lumens Model DC-192 or School Board Pre-Approved Equivalent		
12	<u>CABLES</u> - Structured wiring connection system or a multi-format all in one runner cable at the Appropriate Lengths for each Classroom Configuration to Connect all Classroom Installed Components to include but not limit: Connecting the Teacher's Desk/Laptop to the Projector, 6 feet Minimum to Connect Computer (video/audio) to Wall Outlet/Plate, Plenum Rated Cables for Above Ceiling Level, Including VGA Splitter: Rapid Run, Easy Run or School Board Pre-Approved Equivalent		
13	<u>SPEAKERS WALL MOUNTED</u> - Minimum of two, 20" in length speaker with flush mount wall brackets, woofer and tweeter within each speaker, minimum 20 watts at 8 ohms impedance: VIS-SPEAKER-5K or School Board Pre-Approved Equivalent		

Company Name: _____

ENHANCED CLASSROOM SYSTEM

BID # 14-F-217-A

BID TENDER FORM

ITEM #	DESCRIPTION
14	<u>PERCENTAGE DISCOUNT(s)</u> - If Multiple Items and/or Classroom Systems either Standard or Portable are purchased at one time; the following Percentage Discount based on the number purchased shall apply: Purchase up to 20 - _____% Purchase 21 to 40 - _____% Purchase 41 to 60 - _____% Purchase 61+ - _____%

STANDARD ENHANCED CLASSROOM SYSTEM

TOTAL COMBINED PRICE FOR ITEMS 1 THROUGH 12 ON PAGES 24-25 OF BID:

\$ _____

Includes All Components: Turnkey Installation of Wall Mounted Controller, Wall Plate, Projector, Speakers Ceiling Mounted, CATV Tuner, Pull-Down Screen w/ Mounting Brackets, Wireless Microphone, Pen Pad, Document Camera, Cables (Projector DROP Ceiling Plate, Mounting Brack and Amplifier which shall be supplied by the School Board)

NOTE: ALL BID SHEETS PAGES 1-26 SHALL BE EXECUTED AND SUBMITTED IN A SEALED ENVELOPE. DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE. THE FACE OF THE ENVELOPE SHALL CONTAIN, IN ADDITION TO THE ADDRESS, THE DATE AND TIME OF THE BID OPENING. ALL BIDS ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same equipment, furniture or supplies, and in all respects is fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor.

AUTHORIZED SIGNATURE OF BIDDER

DATE