



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.browardschools.com

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ROBERT W. RUNCIE
Superintendent of Schools

January 12, 2017

ADDENDUM NUMBER 2
Bid No. 17-172E
Portable Two Way Radios, Repeaters and Accessories

TO ALL BIDDERS:

This Addendum amends the above referenced bid in the following particulars only:

1. Updates have been made to reflect the extension of the Bid Opening and Recommendation Posting dates.

DELETE: Page 1

INSERT: Page 1 - **REVISED**

DELETE: General Condition 37 on Page 4

INSERT: General Condition 37 on Page 4 - **REVISED**

2. Find attached the responses to questions received.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-172E, Bidder certifies acceptance of this Addendum.

Sincerely,

Karlene Grant
Purchasing Agent III



The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before **January 23, 2017** at 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

ITB NO.: 17-172E

RELEASE DATE :12/12/2016

PURCHASING AGENT:
 Karlene Grant
 754-321-0542

Check Addenda for any revised opening dates before submitting your bid. Bid(s) received, after the date and time stated above, shall not be considered for award. Faxed bids are not allowed and will not be considered for award.

PORTABLE TWO WAY RADIOS, REPEATERS AND ACCESSORIES

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part III, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

 Signature of Authorized Representative (Manual)

 Name of Authorized Representative (Typed or Printed)

 Title

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Section 5, Contact Sheet | <input checked="" type="checkbox"/> Manufacturer Certification, Special Condition 37 | <input type="checkbox"/> MWBE Participation Exhibit A |
| <input type="checkbox"/> Manufacturers Authorization Special Condition 9 | <input checked="" type="checkbox"/> Conflict of Interest Form Section 7, Form 1 | <input checked="" type="checkbox"/> Certificate of Debarment, Exhibit B |
| <input type="checkbox"/> Bidder's Preference Statement, Form 4 | <input checked="" type="checkbox"/> Bid Summary Sheet | <input checked="" type="checkbox"/> W-9, Form 4 |
| <input checked="" type="checkbox"/> Drug Free Workplace, Form 2 | <input type="checkbox"/> Insurance Requirements, Form 3 | |

Note: if your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABLATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on January 30, 2017 at 3:00 p.m. ET, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. All documentation necessary for the protest proceedings shall be provided electronically by SBBC.

37. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated at 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

➤ **QUESTION #1:**

“1A.The radio is IP67 and not IP55, Accessory Dust Cover is 0104058J40 and not PMLN6066.”

ANSWER TO QUESTION #1:

Our IP minimum requirement will remain the same; however the Accessory Dust Cover has been updated. See updated bid summary for Item 1A.

➤ **QUESTION #2:**

“1B.The radio is IP67 and not IP55, Accessory Dust Cover is 0104058J40 and not PMLN6066”

ANSWER TO QUESTION #2:

Our IP minimum requirement will remain the same; however the Accessory Dust Cover has been updated. See updated bid summary for Item 1B.

➤ **QUESTION #3:**

“There are two versions of this radio (Capable and Enabled) and we need clarification of model selection (also, the standard battery will change based on this selection). The radio is IP68 and not IP55, Accessory Dust Cover should be defined, it's 15012157001.”

ANSWER TO QUESTION #3:

We would like the capable version.

➤ **QUESTION #4:**

“3C. wrong description, PMAE4070, is a 440-490 MHz stubby.”

ANSWER TO QUESTION #4:

See updated bid summary for Item 3C.

➤ **QUESTION #5:**

“3K. Battery is a 1600 mAh battery”

ANSWER TO QUESTION #5:

See updated bid summary sheet for Item 3K.

➤ **QUESTION #6:**

“3P. BP210 is a 1650 mAh battery”

ANSWER TO QUESTION #6:

See updated bid summary sheet for Item 3P.

➤ **QUESTION #7:**

“3S. PMNN4403 has been canceled**”

ANSWER TO QUESTION #7:

See updated bid summary sheet for Item 3S.

➤ **QUESTION #8:**

“3T. NNTN7038 has been canceled”

ANSWER TO QUESTION #8:

See updated bid summary sheet for Item 3T.

SECTION 6. BID SUMMARY SHEET

REVISED

Proposer's Name _____

If model numbers are stated incorrectly on the Bid Summary Sheet, Bidder must provide descriptive literature with the bid or upon request to ensure product offered is in compliance with specifications of the bid. As stated in Special Condition 36 "bids shall only be accepted on the make and models specified", therefore no substitutes will be allowed unless the item has been discontinued.

Bidder should indicate a price for each item, noting zero dollars or no charge where applicable.

ITEMS 1A -1C:	(TO BE AWARDED AS TOTAL LOW GROUP)	UNIT PRICE	TOTAL COST
Radios			
1A	3,500 each	SAP # _____ Radio, Two Way UHF Portable 16 Channel, Non-Display-Digital/Analog. All bundle items must be included. 403-512 MHz 1-4 Watts, 16 Channels, Digital Compatible with Motorola repeaters, IP55 rated, rugged die-cast chassis, large textured push-to-talk button, two programmable option buttons, battery latch lock, frequency programming, 3-year warranty, radio must be shipped with: 6" UHF slim flexible whip antenna (PMAE4079), 2" belt clip (PMLN4651), 2100mAh IMPRESS Li-on Battery (PMNN4491A), IMPRES™ single unit charger (WPLN4232), Accessory Dust Cover 0104058J40 , and user guides and manuals. Motorola XPR 3300e Approved Brand: Motorola Model: AAH02RDC9VA1AN	\$ _____ /ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			
1B	200 each	SAP # _____ Radio, Two Way UHF Portable 128 Channel, Display-Digital/Analog. All bundle items must be included. 403-512 MHz, 1-4 Watts, 128 Channels, Digital Compatible with Motorola repeaters, IP55 rated, rugged die-cast chassis, large textured push-to-talk button, two programmable option buttons, battery latch lock, frequency programming, 3-year warranty, radio must be shipped with: 6" UHF slim whip flexible whip antenna (PMAE4079), 2" belt clip (PMLN4651), 2100mAh IMPRESS Li-on Battery (PMNN4491A), IMPRES™ single unit charger (WPLN4232), Accessory Dust Cover 0104058J40 , and user guides and manuals. Motorola XPR 3500e Approved Brand: Motorola Model: AAH02RDH9VA1AN	\$ _____ /ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			

SECTION 6. BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

ITEMS 3A-3BB: (TO BE AWARDED AS TOTAL LOW GROUP) UNIT COST TOTAL COST
Accessories

3A. 250 each	SAP # _____	\$ _____	/ea	\$ _____
	Antenna, Whip 6" for CP200/HT750 Portable Radio (Replacement Part)			
	Flexible Whip Antenna, 403-520 MHz			
	Manufacturer: Motorola Model: PMAE4016			
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
	Delivery (days ARO):			
Fixed credit or discount?				
Additional information: Reprogramming of radios:				
Additional information: Mobile Radio installation:				

3B. 250 each	SAP # _____	\$ _____	/ea	\$ _____
	Antenna, Whip for XPR3300e/3500e Portable Radio (Replacement Part)			
	Flexible Whip Antenna, 403-520 MHz			
	Manufacturer: Motorola Model: PMAE4079			
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
	Delivery (days ARO):			
Fixed credit or discount?				
Additional information: Reprogramming of radios:				
Additional information: Mobile Radio installation:				

+

3C. 150 each	SAP # _____	\$ _____	/ea	\$ _____
	Antenna, Stubby for XPR3300e/3500e Portable Radio (Replacement Part)			
	Flexible Whip Antenna, 440-490 MHz			
	Manufacturer: Motorola Model: PMAE4070			
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
	Delivery (days ARO):			
Fixed credit or discount?				
Additional information: Reprogramming of radios:				
Additional information: Mobile Radio installation:				

SECTION 6, BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

ITEM 3 cont'd: (TO BE AWARDED AS TOTAL LOW GROUP) UNIT COST TOTAL COST

3K.	500 each	SAP # _____ Battery, XPR3300/3500 Portable Radio IMPRES Slim Battery 1600 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4407BR	\$ _____	/ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:					
3L.	300 each	SAP # _____ Battery, XPR3300/3500/7000 Series Hi-Cap Portable Radio IMPRES 2700 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4448	\$ _____	/ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:					
3M.	200 each	SAP # _____ Battery, XTS2500 Series IMPRESS 2100 mAh (NiMH) (Replacement Part) Manufacturer: Motorola Model: NTN9858C	\$ _____	ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:					
3N.	350 each	SAP # _____ Battery, Motorola HT750 / HT1250 / MTS2000 Portable Radios 1900 mAh(NiMH) (Replacement Part) Manufacturer: Motorola Model: HNN9009AR	\$ _____	ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:					

SECTION 6. BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

ITEM 3 cont'd:	(TO BE AWARDED AS TOTAL LOW GROUP)	UNIT COST	TOTAL COST
3O.	150 each		
SAP # _____ Battery, Motorola EX500 Portable Radios 1300 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: JMNN4024C		\$ _____	ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			
3P.	300 each		
SAP # _____ Battery, ICOM F-21 Radios (Replacement Part) Capacity: 1500+ mAh, 7.2 volts. Rechargeable. Manufacturer: ICOM Model: BP210		\$ _____	ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			
3Q.	50 each		
SAP # _____ Battery, APX 4000 Series Portable Radio IMPRES 1900 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: NNTN8128BR		\$ _____	/ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			
+	3R.	50 each	
SAP # _____ Battery, APX 4000 Series Hi-Cap Portable Radio IMPRES 2300 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4424AR		\$ _____	/ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			

SECTION 6. BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

ITEM 3 cont'd:	(TO BE AWARDED AS TOTAL LOW GROUP)	UNIT COST	TOTAL COST
3S.	300 each	SAP # _____ Battery, APX 6000/7000 Series Portable Radio IMPRES 2500 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4485A	\$ _____ /ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3T.	300 each	SAP # _____ Battery, APX 6000/7000 Series Hi-Cap Portable Radio IMPRES 3400 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4486A	\$ _____ /ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3V.	300 each	SAP # _____ Mag One Swivel Earpiece with in-line microphone and push-to-talk for XPR3000 Series radio (Over the ear) Manufacturer: Motorola PMLN5727	\$ _____ ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3W.	100 each	SAP # _____ Mag One Earbud with in-line microphone and push-to-talk for XPR3000 Series Radios Manufacturer: Motorola PMLN5733	\$ _____ ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	



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Superintendent of Schools

January 11, 2017

ADDENDUM NUMBER 1
Bid No. 17-172E
Portable Two Way Radios, Repeaters and Accessories

TO ALL BIDDERS:

This Addendum amends the above referenced bid in the following particulars only:

1. The Bid Opening Date is being extended to January 23, 2017

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-172E, Bidder certifies acceptance of this Addendum.

Sincerely,

Karlene Grant
Purchasing Agent III



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ROBERT W. RUNCIE
Superintendent of Schools

December 12, 2016

Revised Pages 1,4, 16,19,22,23,24

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid ITB – 17-172E Portable Two Way Radios, Repeaters and Accessories**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for – **17-172E Portable Two Way Radios, Repeaters and Accessories**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at **754-321-0533** or via e-mail to karlene.grant@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC. In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

• **M/WBE CERTIFICATION/PARTICIPATION – SEE EXHIBIT A**

SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC, Supplier Diversity & Outreach Program Office. **For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550.**

- **NON-MANDATORY BIDDERS' CONFERENCE** A Bidders' Conference will be held on **December 19, 2016**, beginning at **10 a.m.** Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, Bid Rooms 3 & 4, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.
- **SECTION 2, SUBMITTAL REQUIREMENTS**
Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package. One hard-copy must be sent with the bid and one identical electronic version of the bid, in PDF Format on CD/flash drive, should be submitted in time for bid opening.
- **COMPLETION OF BIDS**
The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. One (1) electronic format of the Bid Summary Sheet included in this bid should also be submitted. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.
- **PRICING CORRECTIONS**
If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**
Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.
- **STATEMENT OF "NO BID"**
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0531 or scan and send via e-mail to karlene.grant@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Sincerely,

Karlene Grant
Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before **January 23, 2017** at 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

ITB NO.: 17-172E

RELEASE DATE :12/12/2016

PURCHASING AGENT:
 Karlene Grant
 754-321-0542

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

PORTABLE TWO WAY RADIOS, REPEATERS AND ACCESSORIES

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State: Zip Code:

City: State: Zip Code:

Telephone Number:

Toll Free Number:

Fax Number:

E-Mail Address of Authorized Representative:

E-mail Address to Send Purchase Orders:

Federal Tax Identification Number:

Contact:

Telephone Number:

Toll Free Number:

Fax Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

SUBMITTAL REQUIREMENTS: In order to assure that your bid is in compliance with bid requirements, please verify that the submittals indicated by the below have been submitted.

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Section 5, Contact Sheet | <input checked="" type="checkbox"/> Manufacturer Certification, Special Condition 37 | <input type="checkbox"/> M/WBE Participation Exhibit A |
| <input type="checkbox"/> Manufacturers Authorization Special Condition 9 | <input checked="" type="checkbox"/> Conflict of Interest Form Section 7, Form 1 | <input checked="" type="checkbox"/> Certificate of Debarment, Exhibit B |
| <input type="checkbox"/> Bidder's Preference Statement, Form 4 | <input checked="" type="checkbox"/> Bid Summary Sheet | <input checked="" type="checkbox"/> W-9, Form 4 |
| <input checked="" type="checkbox"/> Drug Free Workplace, Form 2 | <input type="checkbox"/> Insurance Requirements, Form 3 | |

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
 2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
 3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
 4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
 7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
 8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
 9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
 10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
 11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
 12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed 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.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABLATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on **January 30, 2017 at 3:00 p.m. ET**, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**

37. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.

40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."

- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.

42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION

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

Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**

46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.

47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

48. **DISTRIBUTION:** Demand Star by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.

50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
- The Florida Certified Minority/Women Business Enterprise Bidder;
- The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
- The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
- The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- Addenda released for this ITB, with the latest Addendum taking precedence, then;
- The ITB; then
- Bidder's submitted bid.

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within SBBC's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:**
The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **Portable Two Way Radios, Repeaters and Accessories** as specified herein. The scope of requirements includes the purchase, programming and warranty repair service of radios.
2. **TERM:** The award of this bid shall establish a contract for the period beginning **March 1, 2017 or date of award, whichever is later through February 28, 2020.**
3. **AWARD:** This Bid will be awarded into seven groups. Group 1, Total Low Group Items A through 1C, Group 2, Total Low Group Items 2A & 2B, Group 3, Total Low Group, Items 3A through 3BB, Group 4, Total Low Group, Items 4A through 4F, Group 5, Total Low Group Items 5A & 5B, Group 6, Item 6A, and Group 7, Items 7A & 7B, Total Low Group. Vendors are required to complete the Bid Summary Sheet for all items listed. **If any item is left blank for any group, the vendor will be considered non responsive for that group.** If there is no charge for an item, the bidder should clearly state this or note zero dollars. Awardees who submit multiple prices for a single line item offered will be disqualified. Parties must bid on all items in each group to be considered for that group.

In order to meet the needs of SBBC, items shall be awarded **BY GROUP** to one primary bidder and up to two alternate responsive and responsible bidders meeting specifications, terms and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have its bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second lowest bidder if **a)** the primary Bidder cannot comply with delivery requirements or specifications; **b)** the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; **c)** in cases of emergency; or **d)** if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardees, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardees for the same or lower unit prices as those submitted by the primary Awardee.

After award of this bid, any Awardee who violates any specification, terms or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Karlene Grant, Procurement and Warehousing Services, e-mail at karlene.grant@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. **Deadline for questions shall be December 23, 2016 at 5:00 p.m. ET.** Questions should be submitted in accordance with General Condition 5. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the contract period or specified in Special Condition 14 for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **DELIVERY:** Bidder is to indicate, in the space provided on the Bid Summary Sheet, delivery time required for each bid item. A Bidder who fails to indicate delivery time agrees to deliver items ordered within 20 days from the receipt of the order (ARO).

SECTION 4, SPECIAL CONDITIONS (continued)

7. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
8. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete license, wholly or in part, at any SBBC site.
9. **MANUFACTURER APPROVAL:** In accordance with SBBC Policy 3320, Part I, Rules, bids will be accepted only on the manufacturer specified in order for schools and locations to be consistent with the system currently in place. All equipment from the same manufacturer is required so that interchangeability (antennas, batteries, cables, etc.) can be accomplished. In addition to selling of the specified radios, awardee should be able to provide local service for troubleshooting of radio problems at school sites. Awardee should be able to make repairs, or arrange for depot repairs, on all types of existing Motorola radios that may be in service under warranty at the school sites in addition to the specified radios in this bid. Warranty repairs shall be made at no cost to SBBC and loaner equipment must be made available for all warranty repairs that require more than three working days to repair. **Repairs for out-of-warranty radios, repeaters, etc. will be performed under a separate contract.**
10. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate the name, address, telephone number, etc., of the representative who could make scheduled visits to the SBBC and who shall be available, upon request, to resolve billing and/or other issues.
11. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
12. **FORMS REQUIRED: ALL BIDDERS MUST COMPLETE AND SUBMIT THE ATTACHMENTS TO BE CONSIDERED FOR AWARD.**
 1. Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship
 2. Drug-Free Workplace
 3. Insurance Requirements **(With the Bid or within 15 days after award notification)**
 4. W – 9 Form
 5. Certification of Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions

SECTION 4, SPECIAL CONDITIONS (continued)

13. **INVOICES:** Delivery of invoice copies to SBBC **MUST** include the items listed below to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to Accounts Payable, 600 SE 3rd Avenue 7th Floor, Fort Lauderdale, Florida 33301.

Please include the following on all invoices:

- A. Purchase Order number
 - B. Complete description of the software
 - C. Part I numbers, if applicable
 - D. Itemized list prices
 - E. Serial number
14. **PRICE ADJUSTMENTS:** Unit prices offered shall remain firm for the first **three (3) years** of the contract and shall be evaluated on an annual basis thereafter, not exceeding 3%. A request for price adjustment with proper documented justification shall be submitted in writing and must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction.
15. **REPAIRS:** The Awardee shall maintain responsibility for all repair and warranty repair work performed. Awardee will coordinate with the schools to pick up their portable two way radios directly at a SBBC location for repairs, with no charge being incurred by SBBC for the delivery or pickup. Awardee may be contacted by phone and/or email, whichever is opportune at that time, and should collect the radio within two (2) business days of being notified. Repairs for repeaters and mobile radios may be serviced at the site location if needed. Awardee shall be completely and solely responsible for the coordination and completion of all repairs.
16. **PRODUCT SUPPORT:** SBBC will select specific radios and equipment that will be allowed to be purchased from catalogs submitted to Procurement and Warehousing Services and Information and Technology Departments. Upon request from the Procurement and Warehousing Services and Information and Technology Departments (ONLY), awardee will be required to submit repair/maintenance/operators' manuals at no additional cost to a requested location. Radios and equipment, when delivered, will include appropriate safety warnings regarding use of radio service/equipment provided.
17. **WARRANTY:** Manufacturer's warranty shall be extended to SBBC for all bid and catalog items. Awardee, through the equipment manufacturer, shall fully warranty the cost of parts and labor for a period of three (3) years for all radios and equipment after date of delivery, installation, and acceptance at no additional charge to SBBC; all other accessory items shall be one (1) year. Radios must be durable enough to withstand being dropped or having a knob control fall off and shall be covered under this warranty. In the event of a dispute on requested repairs between SBBC and the Awardee, the decision of SBBC shall be final and binding on both parties. If the manufacturer's stated warranty is greater, the manufacturer's warranty shall prevail and must be provided to SBBC. While products are under warranty, it will be the responsibility of each Awardee to furnish telephone technical support. All extended warranties provided shall be comparable, in full, to the manufacturer's warranty. Warranty period may exceed term of this contract based on the date the radio was purchased and Awardee shall be completely responsible for warranty repairs. SBBC has been notified by Motorola that resellers should contact their CSM for warranty pricing.
18. **VENDOR SOLICITATION:** All vendors are required to have approval by Procurement Warehousing Services to introduce new products to schools' sites or SBBC locations. Vendors must have prior approval before entering school locations for solicitation purposes.

SECTION 4, SPECIAL CONDITIONS (continued)

19. **M/WBE UTILIZATION REPORTING:** In an effort to monitor the achievement of the M/WBE goal the Awardee(s) agrees to submit, a completed Monthly M/WBE Utilization Report form, **attached hereto as Exhibit "A"** and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Subcontractor Utilization Report. The Awardee(s) understands that each M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.
20. **FREQUENCY SELECTION AND PROGRAMMING:** Radios shall be delivered with all frequency and operational features installed (or programmed) and ready to operate. Awardee must test the system at the location for any interference for frequency selection problems and correct any deficiencies at that time. The cost of this programming shall be included in the unit price of the equipment. Upon receipt of a purchase order, Awardee must contact SBBC's Information & Technology, telephone 754-321-0349. Awardee must directly implement any changes, corrections or credits to SBBC to select license frequencies before programming the frequency on the specified radio(s). SBBC's Information & Technology maintains the Federal Communication Commission Radio Station License for Broward County Public Schools. If radio ID's are required, (all sites with digital programmed channels) the vendor must contact the appropriate IT staff to obtain the ID's specific site before delivery. Failure to properly program a radio with the correct approved ID, will result in the vendor returning to SBBC's site to correct the programming error.
21. **RE-PROGRAMMING OF RADIOS:** Bidder is to state on the Bid Summary Sheet the cost to re-program radio frequencies. This is for informational purposes only and will not be used in the evaluation of the bid. Reprogramming of radios due to the fault of the Awardee shall result in no cost to SBBC.
22. **SOFTWARE REQUIREMENTS:** Awardee must provide a free Customer Programming Software subscription for the duration of the bid plus one year and a hard copy (as requested) of the complete radio system software (CPS) for each model of radio offered to SBBC upon request. This is to include software updates to CPS software issued. This software should include, but not be limited to, frequency programming and radio feature programming information. Software shall be compatible with Windows XP, VISTA and Windows 7, 8 & 10 operating systems. Operating systems must be backward software compatible as well. Awardee must have the CPS subscription in SBBC's name and orders must be done utilizing the existing SBBC Motorola Customer number so that the above mentioned software is accessible by appropriate SBBC staff at any time. SBBC will rely on the reseller to verify that SBBC is utilizing compatible software.
23. **REPEATER AND ANTENNA INSTALLATION:** Upon request, Awardee shall provide repeater and antenna installation services to various locations. Bidder is to provide the cost per installation in the space provided. Bidder shall arrange for the installation of the repeater and antenna within five (5) working days after a request from SBBC. A SBBC building permit is required for all repeater installations. It is incumbent upon the awarded vendor(s) to ensure that all work being done is performed by a certified technician.

The location as to where the repeater is to be installed within a building will be determined by SBBC designee and must be installed in a communication closet as close as possible to the antenna to minimize cable line loss. The installation of the repeater and antenna must be completed within two (2) days after start of work. The antenna and the repeater must be installed in the same building.

SECTION 4, SPECIAL CONDITIONS (continued)

REPEATER AND ANTENNA INSTALLATION (Continued):

For multi-building sites, the antenna will be installed on a six-foot mast on the roof of the building closest to the center of the site. The mast is a piece of pipe mounted to the side of the building that will secure the antenna. The mast shall protrude higher than the rooftop. Installation of antenna cable will not be allowed penetrating the roof. Penetrations in exterior walls or existing roof penetrations for installation of cables will only be acceptable. All installations shall be performed according to manufacturer's recommendations and shall follow standard engineering practices. For example, cable penetrations through walls are to be sealed and watertight. All interior cable is to be plenum rated. UPS's provided as part of this item must be network manageable and be capable of providing power for a minimum of 20 minutes run time at 60% use. The proposed battery backup solution should be capable of SNMP, remote management and diagnostics (available from a central location with the SBBC network). All repeater mounting brackets are to be securely fastened to walls or network 19" equipment racks. Installation cost shall include installation of the repeater, mast, antenna, duplexer, alternating current (a/c) surge protector/battery backup, polyphaser surge protection, grounding and any additional components required to complete installation as per Florida building code and SBBC Facilities and Construction Department. Awardee is responsible for completion of any work found to be inferior by SBBC Building Department Inspectors. To obtain a SBBC building permit, Awardee is responsible for submitting four (4) copies of certified and stamped electrical and structural drawings (no smaller than 11"x17") to SBBC, Information & Technology Department, 7720 West Oakland Park Blvd., 2nd Floor, Sunrise, Florida 33351 which will then complete a building permit application and submit it to SBBC's Building Department for plan review and issuance of a SBBC Building Permit. All work is to be completed utilizing the most recent Florida Building code and must pass appropriate inspections from SBBC's Building Department. For example, in the current Fifth Edition (2014) of the Florida Building Code, Broward County is in a Risk Category III and IV area. Awardee is responsible for scheduling the post installation inspection and all subsequent inspections. Awardee must provide SBBC, Information & Technology Department a copy of the signed building permit and passed inspections, prior to the processing of any invoice for payment. In some instances, a new or modified FCC license will be required. That item awardee shall apply for such license including any and all frequency coordination required, on behalf of SBBC. The cost of all components of the repeater installation must be itemized by line on the proposal and the invoice. The repeater serial number must be clearly indicated on the invoice which must include the date, purchase order number, invoice number, room number equipment was installed and the signature of the person at the installation location acknowledging the installation has been completed and the equipment is working properly. The proposal should also include the cost of reprogramming all existing portable radios on the site, if applicable.

25. **DISCONTINUED/SUBSTITUTION:** Manufacturer of item awarded may modify its product line and may need to make substitution offerings to SBBC during the term of the contract. Awardee is required to notify SBBC that manufacturer's item awarded is scheduled for discontinuation and will no longer be available for purchase. **This notification must be submitted in writing and must be received in SBBC's Procurement and Warehousing Services Department at least 60 days prior to the effective discontinuation date, or within five days after Awardee is notified by manufacturer of the discontinued item.** This written notification must also state the substitution item that is being offered by the manufacturer. Each specification of the substitute item must meet or exceed those specifications listed in the bid for the awarded item. Awardee is to submit complete descriptive literature, including schematics, operational and service manuals and parts lists on the proposed replacement item. **Failure to provide this information and the notification within the timeframe stated above will cause the Awardee to be in noncompliance of contract and may result in default of contract.** SBBC reserves the right, during this 30-day advance notice period, to continue to order the item scheduled for discontinuation with the requirement that all such orders are filled as originally placed prior to the substitution being offered, or to purchase the newer, submitted item. SBBC reserves the right to reject any item offered as a substitution and require Awardee to re-submit another item supplied by same manufacturer for substitution.

SECTION 4, SPECIAL CONDITIONS (continued)

26. **ADDITIONAL PRICING (BALANCE OF LINE):** The items listed on the Bid Summary Sheets are indicative of the minimum system configurations currently procured by SBBC in each of the portable and mobile radio groups. Bidders are encouraged, in their ITB response, to list a single percentage discount level that applies to all the items listed. This percentage discount will establish the discount level that will be applied to all future pricing for items procured by SBBC from the Awardee as a result of the award of this ITB. SBBC reserves the right to modify the technical specifications from those stated on the System Specifications noted in this ITB at any time and for any item procured from the Awardee. Bidder must submit a copy of the published retail price list or URL form which the price offered and the percentage were calculated upon request. The price offered in bid must be equivalent to the list/retail price on the submitted price list or URL less the offered percentage discount.
27. **CATALOGS/PRICE LIST(S)** – Balance of Line (Special Condition 26): Bidder(s) may furnish, with the bid or upon request, one copy of their current radio electronic catalog(s)/price list(s) for Motorola products only, which will indicate all items bidder can furnish and the list prices to be used for each item. Any electronic catalogs/price lists and bids submitted for other than Motorola Radios, Equipment and Accessories will not be accepted. Catalogs submitted must contain UHF High Band radios with a minimum range of 420MHz. Catalogs are only to be submitted to the Supply Management and Logistics Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. If, during the contract period, the Awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) is to be forwarded only to: The Procurement Warehousing Services Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
28. **NEW EQUIPMENT:** Bids shall be for new equipment; i.e. units that have not been previously used in any way and are being actively marketed by the bidder. Minor parts within the machine may have remanufactured components. Therefore, reconditioned, refurbished, rebuilt, discontinued, used, shop worn, demonstrator, prototype equipment or other radios of this kind are not acceptable and will be rejected.
29. **LICENSE AND INTELLECTUAL PROPERTY RIGHTS:** Awardee hereby grants to SBBC and all authorized users hereunder an irrevocable, perpetual, nonexclusive, worldwide, fully paid up, royalty-free license and/or sublicense to (i) use, execute, maintain, reproduce, modify, display, perform, and distribute copies of such Intellectual Property; and (ii) authorize others to do any or all of the foregoing. SBBC will copy any of the software as necessary to efficiently utilize the software. Without limiting the generality of the foregoing, such rights shall include copying rights granted to “owners of copies” under federal copyright laws of the United States, plus copying: (i) for backup, archive or emergency restart purposes; (ii) to replace worn copies; (iii) to understand the contents of machine readable materials; (iv) to migrate the software for use on other computers and/or hardware; and (v) to store the software at any off premise location which SBBC uses for storage purposes.
30. **INSPECTIONS AND TESTING:** SBBC will have the right to inspect and test any of the goods at work covered by this ITB. All goods or services are subject to SBBC's inspection and approval upon arrival or completion. Such inspection, or the waiver thereof, however, will not relieve the Awardee from full responsibility for furnishing goods or work conforming to the requirements of this ITB or the ITB Specifications, and will not prejudice any claim, right, or privilege SBBC will have because of the use of defective or unsatisfactory goods or work.
31. **WARRANTY OF CURRENCY:** SBBC includes the Warranty of Currency in this ITB to protect itself from unknowingly acquiring technology that is at the end of its production, support, and/or marketing life cycle. The intent of this Special Condition is to ensure that SBBC continuously acquires newly manufactured equipment that is currently in production and to require that the Awardee notify, in writing, SBBC of generational upgrades of the product line they sell to SBBC, prior to the sale and delivery of equipment under the terms of this ITB. This will ensure that SBBC is able to make the best purchasing decisions - not only based on what SBBC purchases, but also based on when the purchases are made.
32. **MOBILE RADIO INSTALLATION:** Upon request, Awardee shall provide installation of mobile radios on various SBBC vehicles or buses. Bidder is to provide the cost per mobile radio installation in the space provided on the Bid Summary Sheet under Additional Information Required. These vehicles shall remain on SBBC's property during installation.

SECTION 4, SPECIAL CONDITIONS (continued)

MOBILE RADIO INSTALLATION (Continued):

Awardee shall arrange for the installation of mobile radios within five (5) working days after request from SBBC. The installation of mobile radios must be completed within five (5) working hours after start of work. All installations shall be performed according to manufacturer's recommendations and shall follow standard engineering practices. For example, wires and cables shall be bundled, no sharp edges or wires exposed, wires must be insulated from catalytic converter and engine heat. Installation cost is to include the cost to install the mobile radio and radio antenna, whether the antenna is to be installed on the vehicles glass surfaces or through the vehicle's body. This is for informational purposes only and will not be considered in the bid evaluation.

33. **CONFIDENTIAL INFORMATION:** Awardee of this bid will be provided radio communication and programming information for various SBBC sites. Awardee is not permitted to disclose such information to any third party without the prior written consent of SBBC. SBBC considers radio configuration information to be held strictly confidential in nature for the safety of our students, staff and visitors. Any such release of information by Awardee could be considered a violation of this bid and Awardee may be held in default of contract. Awardee may be held responsible for damages or any costs associated with making any radio configuration modifications necessary as a result of any unauthorized disclosure. Radio configuration information may be considered exempt from public records request under Florida Statute Chapter 119.
34. **COPYRIGHT INDEMNIFICATION:** SBBC agrees to notify Awardee promptly in writing of any threatened or pending judicial action brought against SBBC alleging SBBC's improper or unlawful use of any of the services or Awardee property, including but not limited to its infringement of a valid United States copyright law, patent or regulation (all such claims being referred to collectively herein as "Infringement Claims"). Awardee shall indemnify and defend the SBBC, including its board members, employees, and agents, against any and all of such Infringement Claims at its own expense and will pay (i) the legal fees of counsel engaged to defend SBBC and all of SBBC's related reasonable expenses, (ii) any costs and damages awarded against the SBBC in such action, and (iii) any amount agreed to be paid by SBBC in settlement of such action. Awardee's foregoing obligations are subject to and conditioned upon SBBC's full cooperation with Awardee in the defense of such Infringement Claims.
35. **EQUIPMENT TRADE-IN:** Bidder is to state in the Additional Information Required Section of the Bid Summary Sheet if a fixed credit or discount is offered for old or replaced equipment and the fixed percent discount or credit amount offered for the old or replaced equipment. This is for informational purposes only and will not be used to evaluate the bid. Awardee shall be responsible for proper disposal of radios and batteries under this contract.
36. **BRAND STANDARDIZATION:**
1. In order for schools to continue purchasing Portable Two Way Radios, Repeaters and Accessories consistent with the system currently used in each school, bids shall only be accepted on the make and models specified. If the model number is no longer available and has been replaced with a new updated model with new specifications, the Bidder should submit complete descriptive literature on the new model.
 2. In accordance with SBBC Policy 3320, Part II. Rule R., bids shall be accepted only on the brands specified. If a Bidder wishes to have a piece of equipment placed on the list for future bidding, it shall be necessary for Bidder(s) to furnish to Procurement and Warehousing Services a sample of the item for testing purposes. If such item performs satisfactorily, a recommendation shall be made to include this item on future list of approved equipment.

In the event that any item supplied does not prove satisfactory, that item shall be removed from the approved list until such time as correction is made to the satisfaction of SBBC.
 3. In accordance with SBBC Policy 3320, Part II Rule R., bids shall be accepted only on the brands specified.
37. **MANUFACTURER'S CERTIFICATION:** Bidder must have manufacturer certify that Bidder is an authorized representative with the ability to sell, warranty and service that manufacturer's product. **The certification must be returned with the bid or upon request. Failure to provide the completed certification shall result in disqualification of bid submitted.** A separate document shall be completed by each manufacturer whose product is offered by the bidder.

SECTION 5, CONTACT SHEET

COMPANY REPRESENTATIVE:

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-mail Address

LOCAL SERVICE CENTER:

Enter the address of your facility.

Service Center Name

Street Address

City, State and Zip

Website address: _____

NOTE TO BIDDER: Review General Condition 52 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

SECTION 6, BID SUMMARY SHEET

REVISED

Proposer's Name _____

If model numbers are stated incorrectly on the Bid Summary Sheet, Bidder must provide descriptive literature with the bid or upon request to ensure product offered is in compliance with specifications of the bid. As stated in Special Condition 36 "bids shall only be accepted on the make and models specified", therefore no substitutes will be allowed unless the item has been discontinued.

Bidder should indicate a price for each item, noting zero dollars or no charge where applicable.

ITEMS 1A -1C: (TO BE AWARDED AS TOTAL LOW GROUP)		UNIT PRICE	TOTAL COST
Radios			
1A	3,500 each	SAP # _____ Radio, Two Way UHF Portable 16 Channel, Non-Display-Digital/Analog: All bundle items must be included. 403-512 MHz 1-4 Watts, 16 Channels, Digital Compatible with Motorola repeaters, IP55 rated, rugged die-cast chassis, large textured push-to-talk button, two programmable option buttons, battery latch lock, frequency programming, 3-year warranty, radio must be shipped with: 6" UHF slim flexible whip antenna (PMAE4079), 2" belt clip (PMLN4651), 2100mAh IMPRESS Li-on Battery (PMNN4491A), IMPRES™ single unit charger (WPLN4232), Accessory Dust Cover 0104058J40, and user guides and manuals. Motorola XPR 3300e Approved Brand: Motorola Model: AAH02RDC9VA1AN	\$ _____ /ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			
1B.	200 each	SAP # _____ Radio, Two Way UHF Portable 128 Channel, Display-Digital/Analog. All bundle items must be included. 403-512 MHz, 1-4 Watts, 128 Channels, Digital Compatible with Motorola repeaters, IP55 rated, rugged die-cast chassis, large textured push-to-talk button, two programmable option buttons, battery latch lock, frequency programming, 3-year warranty, radio must be shipped with: 6" UHF slim whip flexible whip antenna (PMAE4079), 2" belt clip (PMLN4651), 2100mAh IMPRESS Li-on Battery (PMNN4491A), IMPRES™ single unit charger (WPLN4232), Accessory Dust Cover 0104058J40, and user guides and manuals. Motorola XPR 3500e Approved Brand: Motorola Model: AAH02RDH9/VA1AN	\$ _____ /ea \$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Fixed credit or discount?			
Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:			

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

<u>ITEM 1 cont'd:</u>	<u>(TO BE AWARDED AS TOTAL LOW GROUP)</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1C. 100 each	SAP # _____ Radio, Two Way UHF Portable 1000 Channel, Display-Digital/Analog XPR 7550e. All bundle items must be included. 403-512 MHz, 1-4 Watts, 1000 Channels, Digital Compatible with Motorola repeaters, IP55 rated, rugged die-cast chassis, large textured push-to-talk button, two programmable option buttons, battery latch lock, frequency programming, 3-year warranty, radio must be shipped with: 6" flexible whip antenna (PMAE4079), 2.5" belt clip (PMLN7008), 2150 Li-on Battery (PMNN4409), IMPRES™ single unit charger (WPLN4232), Accessory Dust Cover (PMLN6066), and user guides and manuals. Motorola XPR 7550e Approved Brand: Motorola Model: AAH56RDN9RA1AN	\$ _____	/ea \$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
	Delivery (days ARO):		
	Fixed credit or discount?		
	Additional information: Reprogramming of radios:		
	Additional information: Mobile Radio installation:		

GROUP 1 TOTAL..... \$ _____

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

ITEMS 2A & 2B: Repeater & Installation	<u>(TO BE AWARDED AS TOTAL LOW GROUP)</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
2A. 150 each	<p>Repeater, Two Way Radio UHF Digital/Analog Repeater must conform to the following specifications: UHF Band I, single channel, receiver/transmitter 403-470 MHz frequencies. See Special Condition 21 and 24 for repeater and antenna installation. Note: This item is to purchase the repeater. Due to the special and unique installation requirements for this repeater a proposal will need to be submitted by the Awardee to SBBC that will include, but not limited to the following items to complete the purchase: Duplexer, antenna, wall mount kit, cables, connectors, polyphaser / surge protection, plenum, APC smart UPS, boot assembly, miscellaneous hardware, shelf, drawings, permits, software, programming, FCC License, etc. Motorola SLR5700 Approved Brand: Motorola Model: AAR10QCGANQ1AN</p>	<p>\$ _____ /ea</p>	<p>\$ _____</p>
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Additional information:			

2B. 50 each	<p>Associated installation equipment for repeater installation See Special Condition 21, 22, and 24 for repeater and antenna installation specifications and additional information and requirements.</p> <p>TOTAL INCLUSIVE COST WITH REPEATER INSTALLATION SHOULD BE LISTED HERE.</p> <p>It is SBBC's intention to purchase the repeater and associated installation services from the same vendor.</p> <p>Duplexer including associated cables 5BD exterior antenna. 60' Plenum LMR4000 cable, polyphaser / surge protection and associated connectors APC smart UPS either wall or rack mounted based upon the site requirements. Weatherproof boot assembly, and all miscellaneous hardware. Stamped Structural/Electrical drawings and wind load calculations for permit application.</p>	<p>\$ _____ /ea</p>	<p>\$ _____</p>
Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
Delivery (days ARO):			
Additional information:			

GROUP 2 TOTAL..... \$ _____

SECTION 6, BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

ITEMS 3A-3BB: (TO BE AWARDED AS TOTAL LOW GROUP) UNIT COST TOTAL COST
Accessories

3A. 250 each	SAP # _____ Antenna, Whip 6" for CP200/HT750 Portable Radio (Replacement Part) Flexible Whip Antenna, 403-520 MHz Manufacturer: Motorola Model: PMAE4016	\$ _____	/ea	\$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
	Delivery (days ARO):			
	Fixed credit or discount?			
	Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:				

3B. 250 each	SAP # _____ Antenna, Whip for XPR3300e/3500e Portable Radio (Replacement Part) Flexible Whip Antenna, 403-520 MHz Manufacturer: Motorola Model: PMAE4079	\$ _____	/ea	\$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
	Delivery (days ARO):			
	Fixed credit or discount?			
	Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:				

3C. 150 each	SAP # _____ Antenna, Stubby for XPR3300e/3500e Portable Radio (Replacement Part) Flexible Whip Antenna, 440-490 MHz Manufacturer: Motorola Model: PMAE4070	\$ _____	/ea	\$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
	Delivery (days ARO):			
	Fixed credit or discount?			
	Additional information: Reprogramming of radios:			
Additional information: Mobile Radio installation:				

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

ITEM 3 cont'd: (TO BE AWARDED AS TOTAL LOW GROUP) UNIT PRICE TOTAL COST

3D.	200 each	SAP # _____ Charger, CP200 Radio, Single Radio Battery with Plug (Replacement Part) Lightweight and compact unit charger rapidly charges CP200 Li-Ion battery within two hours. Manufacturer: Motorola Model: WPLN4138_R	\$ _____	/ea	\$ _____	
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No				
		Delivery (days ARO):				
		Fixed credit or discount?				
		Additional information: Reprogramming of radios:				
Additional information: Mobile Radio installation:						

3E.	100 each	SAP # _____ Charger, XPR3300e/3500e/6500/7500e series Radio, Single Radio Battery with Plug IMRESS capable (Replacement Part) Lightweight and compact unit charger rapidly charges Li-Ion battery within two hours. Manufacturer: Motorola Model: WPLN4232	\$ _____	ea	\$ _____	
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No				
		Delivery (days ARO):				
		Fixed credit or discount?				
		Additional information: Reprogramming of radios:				
Additional information: Mobile Radio installation:						

3F.	300 each	SAP # _____ Clip, Belt for CP 200 Portable Radio (Replacement Part) 3" Spring Belt Clip for CP200 Radio Manufacturer: Motorola Model: HLN8255	\$ _____	ea	\$ _____	
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No				
		Delivery (days ARO):				
		Fixed credit or discount?				
		Additional information: Reprogramming of radios:				
Additional information: Mobile Radio installation:						

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

ITEM 3 cont'd:		(TO BE AWARDED AS TOTAL LOW GROUP)	UNIT COST	TOTAL COST
3G.	300 each	SAP # _____ Clip, Belt XPR3300e/3500e Portable Radio (Replacement Part) 2" Spring Belt Clip for XPR3300/3500 Radio Manufacturer: Motorola Model: PMLN4651	\$ _____	/ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
		Delivery (days ARO):		
		Fixed credit or discount?		
		Additional information: Reprogramming of radios:		
		Additional information: Mobile Radio installation:		
3H.	100 each	SAP # _____ Clip, Belt HT750 Portable Radio (Replacement Part) 2.5" Spring Belt Clip for HT750 Radio Manufacturer: Motorola Model: HLN9714A	\$ _____	ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
		Delivery (days ARO):		
		Fixed credit or discount?		
		Additional information: Reprogramming of radios:		
		Additional information: Mobile Radio installation:		
3I.	300 each	SAP # _____ Battery, CP200 Portable Radio (Li-Ion) 2250MaH to be used with charger WPLN4138. (Replacement Part) Manufacturer: Motorola Model: NNTN4497_R	\$ _____	/ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
		Delivery (days ARO):		
		Fixed credit or discount?		
		Additional information: Reprogramming of radios:		
		Additional information: Mobile Radio installation:		
3J.	500 each	SAP # _____ Battery, XPR3300/3500 Portable Radio Standard Battery 2100 mAh (Li-Ion)(Impress) (Replacement Part) Manufacturer: Motorola Model: PMNN4491A	\$ _____	/ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
		Delivery (days ARO):		
		Fixed credit or discount?		
		Additional information: Reprogramming of radios:		
		Additional information: Mobile Radio installation:		

SECTION 6, BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

ITEM 3 cont'd: (TO BE AWARDED AS TOTAL LOW GROUP) UNIT COST TOTAL COST

3K.	500 each	SAP # _____ Battery, XPR3300/3500 Portable Radio IMPRES Slim Battery 1600 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4407BR	\$ _____	/ea	\$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No					
Delivery (days ARO):					
Fixed credit or discount?					
Additional information: Reprogramming of radios:					
Additional information: Mobile Radio installation:					

3L.	300 each	SAP # _____ Battery, XPR3300/3500/7000 Series Hi-Cap Portable Radio IMPRES 2700 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4448	\$ _____	/ea	\$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No					
Delivery (days ARO):					
Fixed credit or discount?					
Additional information: Reprogramming of radios:					
Additional information: Mobile Radio installation:					

3M.	200 each	SAP # _____ Battery, XTS2500 Series IMPRESS 2100 mAh (NiMH) (Replacement Part) Manufacturer: Motorola Model: NTN9858C	\$ _____	ea	\$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No					
Delivery (days ARO):					
Fixed credit or discount?					
Additional information: Reprogramming of radios:					
Additional information: Mobile Radio installation:					

3N.	350 each	SAP # _____ Battery, Motorola HT750 / HT1250 / MTS2000 Portable Radios 1900 mAh(NiMH) (Replacement Part) Manufacturer: Motorola Model: HNN9009AR	\$ _____	ea	\$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No					
Delivery (days ARO):					
Fixed credit or discount?					
Additional information: Reprogramming of radios:					
Additional information: Mobile Radio installation:					

SECTION 6, BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

<u>ITEM 3 cont'd:</u>	<u>(TO BE AWARDED AS TOTAL LOW GROUP)</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
3O.	150 each	SAP # _____ Battery, Motorola EX500 Portable Radios 1300 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: JMNN4024C	\$ _____ ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3P.	300 each	SAP # _____ Battery, ICOM F-21 Radios (Replacement Part) Capacity: 1500+ mAh, 7.2 volts. Rechargeable. Manufacturer: ICOM Model: BP210	\$ _____ ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3Q.	50 each	SAP # _____ Battery, APX 4000 Series Portable Radio IMPRES 1900 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: NNTN8128BR	\$ _____ /ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3R.	50 each	SAP # _____ Battery, APX 4000 Series Hi-Cap Portable Radio IMPRES 2300 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4424AR	\$ _____ /ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	

SECTION 6, BID SUMMARY SHEET (continued)

REVISED

Proposer's Name _____

ITEM 3 cont'd: (TO BE AWARDED AS TOTAL LOW GROUP) UNIT COST TOTAL COST

3S.	300 each	SAP # _____ Battery, APX 6000/7000 Series Portable Radio IMPRES 2500 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4485A	\$ _____	/ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
		Additional information: Mobile Radio installation:			

3T.	300 each	SAP # _____ Battery, APX 6000/7000 Series Hi-Cap Portable Radio IMPRES 3400 mAh (Li-Ion) (Replacement Part) Manufacturer: Motorola Model: PMNN4486A	\$ _____	/ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
		Additional information: Mobile Radio installation:			

3V.	300 each	SAP # _____ Mag One Swivel Earpiece with in-line microphone and push-to-talk for XPR3000 Series radio (Over the ear) Manufacturer: Motorola PMLN5727	\$ _____	ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
		Additional information: Mobile Radio installation:			

3W.	100 each	SAP # _____ Mag One Earbud with in-line microphone and push-to-talk for XPR3000 Series Radios Manufacturer: Motorola PMLN5733	\$ _____	ea	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
		Additional information: Mobile Radio installation:			

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

<u>ITEM 3 cont'd:</u>	<u>(TO BE AWARDED AS TOTAL LOW GROUP)</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
3X.	100 each	SAP # _____ Motorola Earpiece with in-line microphone and push-to-talk for CP200 radio (Over the ear) Manufacturer: Motorola PMLN5001	\$ _____ ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3Y.	100 each	SAP # _____ Motorola two wire earpiece and microphone with clear translucent tube. Manufacturer: Motorola PMLN7269	\$ _____ ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	
3Z.	100 each	SAP # _____ Motorola Replacement translucent tubes for earpiece. Low Noise Kit with translucent tube and 1 clear rubber ear tip. For use on PMNL7269 Manufacturer: Motorola RLN6242	\$ _____ ea \$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No	
		Delivery (days ARO):	
		Fixed credit or discount?	
		Additional information: Reprogramming of radios:	
		Additional information: Mobile Radio installation:	

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

3AA.	100 each	SAP # _____	\$ _____	ea	\$ _____
		Motorola Replacement Custom Earpiece for left or right, small, medium or large. For use on PMNL6242 and PMLN7269. School must specify size and side when ordering.			
		Manufacturer: Motorola RLN4760-4765			
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
		Additional information: Mobile Radio installation:			

ITEM 3 cont'd: **(TO BE AWARDED AS TOTAL LOW GROUP)** **UNIT COST** **TOTAL COST**

3BB.	100 each	SAP # _____	\$ _____	ea	\$ _____
		Antenna, ICOM F-21 Radios (Replacement Part) 430-470MHz			
		Manufacturer: ICOM Model: FA-SC57U			
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No			
		Delivery (days ARO):			
		Fixed credit or discount?			
		Additional information: Reprogramming of radios:			
		Additional information: Mobile Radio installation:			

GROUP 3 TOTAL..... \$ _____

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

<u>ITEM 4A-4F</u>	<u>(TO BE AWARDED AS TOTAL LOW GROUP)</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<u>Options & Features Repeaters</u>			
4A.	50 each Premium System Software: Capacity Plus single site Digital Trunking Upgrade. Manufacturer: Motorola HKLN4427	\$ _____	ea \$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
	Delivery (days ARO):		
	Fixed credit or discount?		
	Additional information: Reprogramming of radios:		
	Additional information: Mobile Radio installation:		
4B.	50 each Premium System Software: Linked Capacity Plus upgrade from Capacity Plus. Manufacturer: Motorola HKVN4089	\$ _____	ea \$ _____
	Delivery (days ARO):		
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
	Fixed credit or discount?		
	Additional information: Reprogramming of radios:		
	Additional information: Mobile Radio installation:		
4C.	50 each Premium System Software: Digital Voting Operation Manufacturer: Motorola HKVN4242	\$ _____	ea \$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
	Delivery (days ARO):		
	Fixed credit or discount?		
	Additional information: Reprogramming of radios:		
	Additional information: Mobile Radio installation:		
4D.	50 each Premium System Software: Dynamic Mixed Mode upgrade license Manufacturer: Motorola HKLN4456	\$ _____	ea \$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
	Delivery (days ARO):		
	Fixed credit or discount?		
	Additional information: Reprogramming of radios:		
	Additional information: Mobile Radio installation:		

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

<u>ITEM 4 cont'd:</u>	<u>(TO BE AWARDED AS TOTAL LOW GROUP)</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
4E.	10 each Premium System Software: Enhanced Scheduled GPS License Manufacturer: Motorola HKVN4048	\$ _____	ea \$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
	Delivery (days ARO):		
	Fixed credit or discount?		
	Additional information: Reprogramming of radios:		
	Additional information: Mobile Radio installation:		
4F.	10 each Premium System Software: Restricted Access to System Security Manufacturer: Motorola HKVN4177	\$ _____	ea \$ _____
	Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
	Delivery (days ARO):		
	Fixed credit or discount?		
	Additional information: Reprogramming of radios:		
	Additional information: Mobile Radio installation:		
GROUP 4 TOTAL.....			\$ _____

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

ITEM 5A & 5B
Licensure

(TO BE AWARDED AS TOTAL LOW GROUP)

UNIT COST

TOTAL COST

5A.	50 each	SBBC cost for FCC license for emission designator change for existing license. Cost is to add TRBO and or digital emissions to existing license. ALL FCC licenses will be under one FCC FRN account	\$ _____	ea	\$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No					
Delivery (days ARO):					
Fixed credit or discount?					
Additional information: Reprogramming of radios:					
Additional information: Mobile Radio installation:					

5B.	20 each	SBBC cost for NEW FCC license and associated frequency coordination with emission designators for Analog, Digital Mototrbo and Trunked Mototrbo. Each license should for 5 TX/RX pairs licensed at no less than 50 watts ERP. License should be valid anywhere in Broward County. License shall be placed on SBBC existing FRN account with the FCC.	\$ _____	ea	\$ _____
Vendor is able to provide all Manufacturer Parts Listed: Yes or No					
Delivery (days ARO):					
Fixed credit or discount?					
Additional information: Reprogramming of radios:					
Additional information: Mobile Radio installation:					

GROUP 5 TOTAL..... \$ _____

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

ITEM 6A **(TO BE AWARDED AS TOTAL LOW GROUP)** **UNIT COST** **TOTAL COST**
Hourly Services:

6A.	500 each	Hourly labor cost for radio technician to perform various tasks, from but not inclusive of field firmware updates, radio retuning, radio reprogramming, mobile radio installations, end user training and identifying any radio systems issues and make the appropriate corrections.	\$ _____	ea	\$ _____
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GROUP 6 TOTAL..... \$ _____

SECTION 6, BID SUMMARY SHEET (continued)

Proposer's Name _____

Please provide the total cost for each bundle.

ITEM 7A – 7C:	(TO BE AWARDED AS TOTAL LOW GROUP)	TOTAL COST		
7A.	1 each	Cost for TRBONET software Provide by line pricing for the following software and license options: <ul style="list-style-type: none"> • TRBONET WATCH application • 250 Repeaters • 6 concurrent logins • Voice Logging • RSSI mapping • 3 years technical support and software upgrades to be provided directly by TRBONET and not the reseller. 	\$ _____	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
		Delivery (days ARO):		
7B.	1 each	Cost for TRBONET software Provide by line pricing for the following software and license options: <ul style="list-style-type: none"> • TRBONET ENTRPRISE dispatch application • 20 Repeaters • 10 Control Station licenses • 501 Radios • 6 concurrent dispatch logins • Voice Logging • RSSI mapping • 3 years technical support and software upgrades to be provided directly by TRBONET and not the reseller. 	\$ _____	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
		Delivery (days ARO):		
7C.	1 each	Cost for TRBONET PLUS software Please provide an itemization of the costs for each line item. If item is part of a bundle purchase, please indicate: <ul style="list-style-type: none"> • 1 x TRBOnet PLUS • 611 x Subscriber licenses • 1 x Capacity Plus • 1 x Voice Recording • 6 x Dispatchers • 3 years technical support and software upgrades to be provided directly by TRBONET and not the reseller. 	\$ _____	\$ _____
		Vendor is able to provide all Manufacturer Parts Listed: Yes or No		
		Delivery (days ARO):		

GROUP 7 TOTAL.....

\$ _____

SECTION 7, FORM 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

Proposer's Name _____

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

SECTION 7, FORM 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME,
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

Proposer's Name _____

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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 shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given 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), notified 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 days after such conviction.
5. Shall 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. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____ Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed, typed or stamped commissioned name of notary public)

SECTION 7, FORM 3
INSURANCE REQUIREMENTS
MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate.

Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.)

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. **FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.**

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

(**Please include the Contract # and Title on the Certificate of Insurance.)
(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

SECTION 7, FORM 4

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>					<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
Employer identification number									
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(b)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3576).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ³
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4050.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



SECTION 7 FORM 5
The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: _____

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement shall remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State _____

Routing No: _____

Account No: _____

VENDOR AREA:

Remittance Confirmation:
 (please select one) _____

Checking Savings

Fax Email

Federal Identification No.
Vendor _____

TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature
 (Primary) and Business title: _____ **Date:** _____

Authorized Signature
 (Joint) and Business title: _____ **Date:** _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Procurement and Warehousing Services – Data Strategy Group
 7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

**SECTION 8,
 STATEMENT OF "NO BID"**

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
 Procurement and Warehousing Services
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO Bid":
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION FORM

Proposer's (Company) Name: _____

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	% of M/WBE Participation for this contract
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____		

**FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE
 SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>**

Exhibit A

Monthly Utilization Reports to be Submitted to:
The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704

754-321-0550 Telephone
 754-321-0934 FAX

MONTHLY M/WBE UTILIZATION REPORT

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

PRIME VENDOR INFORMATION

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/WOMEN
ITB Number: 17-172E ITB Title: Portable Two Way Radios, Repeaters and Accessories					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: _____

Phone # (_____) _____

Date: _____

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

EXHIBIT B
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS

Proposer's Name _____

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any 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	ITB Number
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Name(s) and Title(s) of Authorized Representative(s)

Signature(s)	Date
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**EXHIBIT B
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal 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 proposal that it will include the 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 it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List (Telephone Number).
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 voluntary 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.