

# The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Phone: (407) 870-4600

Purchasing: (407) 870-4630 FAX (407) 870-4616 [www.osceola.k12.fl.us](http://www.osceola.k12.fl.us)

**January 28, 2006**

## **CALL FOR BID BID #SDOC-06-067-LC**

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for **SCHOOL BUS VIDEO MONITORING SYSTEM** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 PM on March 15, 2006**. All bids will be publicly opened in the Purchasing Office at that time. Recommendations will be made to the School Board at a regularly scheduled meeting.

Bids shall be submitted in an envelope, clearly marked with the bid name, number and the opening date and time. All submittals must be on the attached forms and received at the address in paragraph one. Bidders not returning a response may be removed from the vendor list for this commodity. If you have any questions regarding this bid, please contact the Purchasing Department at (407) 870-4630.

All purchases resulting from this invitation to bid will be made by the approval of the School District of Osceola County, Florida. To receive a copy of the award recommendation and/or tab sheet visit the Districts website [www.osceola.k12.fl.us/depts/purchasing](http://www.osceola.k12.fl.us/depts/purchasing).

Effective July 5, 1990, State Board of Education Rule 6A-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids. Please be advised that other agencies may make use of the bid at the same prices and conditions.

The School District of Osceola County, Florida supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

### **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST**

Per the provisions of Florida Statute 287.133(2)(a), A person or affiliate who has been placed on the Convicted Vendor list for the State of Florida 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.

Convicted Vendors may not transact business with any Public Entity in excess of the threshold amount provided in Florida Statute 287.017 for a Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendors List.

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## INVITATION TO BID

BID #SDOC-06-067-LC

**PLEASE CHECK YOUR BID FOR COMPLETENESS AND ACCURACY. THIS BID WILL BE CONSIDERED A BINDING CONTRACT.**

NAME OF BID: SCHOOL BUS VIDEO MONITORING SYSTEM

LEGAL NAME OF BIDDER: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE: (Area Code) \_\_\_\_\_ FAX: (Area Code) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED SIGNATURE: \_\_\_\_\_ TITLE: \_\_\_\_\_

### **REQUIRED BID SUBMITTALS:**

**Please be sure you have completed and enclosed this page along with the required documents listed below for your bid to be considered complete. Failure to do so may constitute your bid as incomplete in the awarding process.**

- Drug Free Workplace Certification
- Additional Submittals specific to this bid may also be required. See Bid for details.

**BECAUSE OF THE RESTRICTED SIZE OF OUR BID FILE SPACE, WE REQUEST THAT YOU "DO NOT" SUBMIT YOUR BID RESPONSE IN 3-RING BINDERS.**

**FC-220-120  
(Rev. 6/99)**

**STATEMENT OF NO BID**

The School District of Osceola County, Florida  
Purchasing Department  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, Florida 34744-4495

Attn: Linda Ciraldo - Senior Buyer

Bid # SDOC-06-067-LC

We, the undersigned, have declined not to bid for the following reasons.

- \_\_\_\_\_ We do not handle products/services in this classification
- \_\_\_\_\_ Opening date does not allow sufficient time to complete bid
- \_\_\_\_\_ Cannot supply at this time
- \_\_\_\_\_ Suitable but engaged in other work
- \_\_\_\_\_ Quantity too small
- \_\_\_\_\_ Cannot meet required delivery
- \_\_\_\_\_ Equivalent not presently available
- \_\_\_\_\_ Unable to meet specifications
- \_\_\_\_\_ Unable to meet insurance/bond requirements
- \_\_\_\_\_ Please remove our name from the vendor file only for the commodity listed above
- \_\_\_\_\_ Please remove our name from the School Board's entire vendor files
- \_\_\_\_\_ Other reasons or remarks

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We understand that if the "No Bid" letter is not returned by the bid due date, our name may be deleted from the School District of Osceola County's vendor list for this commodity.

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

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

Print Name of Authorized Person \_\_\_\_\_

Email Address for Authorized Person \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

DRUG FREE WORKPLACE  
CERTIFICATION FORM

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

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

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

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Vendor's Signature

ne (pr237p)

**BID #SDOC-06-067-LC**  
**SCHOOL BUS VIDEO MONITORING SYSTEM**

**1. SCOPE**

1.01 THIS SPECIFICATION establishes the minimum requirements for **SCHOOL BUS VIDEO MONITORING SYSTEM**, listed and described in the body of these specifications, to be used as noted, by the School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495.

1.02 THE INTENT of this bid is to establish a contract for base period of three (3) year from the date of award of the bid during which time; the successful bidder shall guarantee firm prices for the item(s) awarded to him as specified in this bid. Also, this contract may be extended at the conclusion of the base period for two (2) additional one (1) year periods for a total of five (5) years at the same terms and conditions if mutually agreeable by both parties. However, the contract may be terminated upon thirty (30) days written of cancellation be the School District of Osceola County, and Awarded Contractor must provide a ninety (90) day written notice to cancel as specified. The purchase of these materials and listed options will be contingent upon available funding at the school level.  
or district level.

**2. STANDARD TERMS AND CONDITIONS**

2.01 **RETURNING OF BID PACKAGE**

THE COMPLETE BID PACKAGE, AS RECEIVED, MUST BE RETURNED "INTACT" IN A SEALED ENVELOPE, PLAINLY MARKED ON THE OUTSIDE WITH THE BID NUMBER IT'S OPENING DATE AND TIME ALONG WITH THE BIDDER'S COMPANY NAME AND ADDRESS. NON-COMPLIANCE WITH THIS STIPULATION MAY RESULT IN YOUR BID NOT BEING CONSIDERED.

BID PROPOSALS SUBMITTED ON VENDOR'S QUOTATION FORMS WILL NOT BE ACCEPTED.

2.02 **RECEIPT OF BID PACKAGE**

It is the bidder's responsibility to assure that his bid is delivered at the proper time, in the proper form, and to the proper place of the bid opening. Submit bid to The School District of Osceola County, Purchasing Department, Building 2000, and 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. Bids, which for any reason are not so delivered, may not be considered. Offers by telegram, facsimile machine, or telephone are not acceptable unless otherwise specified.

2.03 **BIDDERS RESPONSIBILITY**

Each bidder is required, before submitting their proposal, to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities, which are a part of this bid.

2.04 **MODIFICATION OF BID**

Bidders will not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment.

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**SCHOOL BUS VIDEO MONITORING SYSTEM**

**2.05 INQUIRIES**

Please direct all inquiries, concerning product descriptions listed in this bid, in writing at least seven (7) business days prior to the scheduled bid opening, by either of the following methods:

**Mail to:** The School District of Osceola County  
Linda Ciraldo – Purchasing Department  
817 Bill Beck Boulevard, Building 2000  
Kissimmee, Florida, 34744-4495

**Email:** [ciraldol@osceola.k12.fl.us](mailto:ciraldol@osceola.k12.fl.us)

**Fax:** (407) 870-4616

**2.06 TAXES**

The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. A copy of the District's Tax Exempt Certificate is available upon request. Vendors or Contractors doing business with the School District of Osceola County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Vendor/Contractor be authorized to use the District's Tax Exemption Number in securing such materials.

**2.07 AVAILABILITY OF FUNDS**

The obligations of the School District of Osceola County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the School Board. All purchases are contingent upon available District funding.

**2.08 ACCEPTANCE / REJECTION**

The School District of Osceola County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the District, will be in the best interest of and/or most advantageous to the District. The School District of Osceola County also reserves the right to reject the bid or any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. The School District of Osceola County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The School District of Osceola County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a rebid.

**2.09 UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded Contractor and the School District of Osceola County for any terms and conditions not specifically stated in this Invitation to Bid.

**2.10 POSTING OF BID TABULATIONS**

Bid tabulations with recommended awards will be posted for review at the location where bids were opened and will remain posted for 72 hours. Failure to file a bid protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

**2.11 LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules, and regulations that in any manner affect the item or items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

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**2.12 CHECK UNIT PRICES**

Please be sure to check all unit prices and extensions. In the event an error is made in submitting your bid prices, the unit price bid will be used in determining the correct bid price.

**2.13 NON-COLLUSION**

Vendor warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for vendor, to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

If VENDOR violates this provision, OWNER shall have the right (which shall be cumulative to the other rights OWNER may have) to forthwith terminate this bid without liability and, further, OWNER may, at its discretion, deduct from moneys then owed to VENDOR, if any, or otherwise recover from VENDOR the full amount of such fee, commission, percentage, gift or consideration.

Bidder also certifies that his bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, or equipment and is in all respects fair and without collusion or fraud.

**2.14 CONFLICT OF INTEREST**

The award hereunder is subject to provisions of State Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School District of Osceola County. Further, all bidders must disclose the name of any District employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its branches.

**2.15 EEO STATEMENT**

The School District of Osceola County, Florida, does not discriminate in admission or access to or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.

**2.16 BANKRUPTCY / INSOLVENCY**

At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

**2.17 FACILITIES**

The School District of Osceola County, Florida reserves the right to inspect the bidder's facilities at any time with prior notice.

**2.18 OTHER GOVERNMENTAL AGENCIES**

It is the intent of this Solicitation to obtain bids to furnish the product(s)/services herein specified to the School District of Osceola County, Florida. Other School Boards and governmental agencies/entities may purchase from this solicitation if permitted by the contractor or supplier. Said product(s)/services are to be furnished in accordance with the Contract resulting from this Solicitation.

**2.19 DEFINITIONS**

The following words and phrases, when used in this instruction to prospective bidders, shall have the following meanings:

1. The term District shall mean: the School Board, The School System, Owner, The School District of Osceola County, Florida; The Board and/or any other state or local governmental agency in the State of Florida.

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2. "Bidder" shall mean any person, firm, or corporation who submits a bid/proposal pursuant to this instruction to Bidders.
3. "Facility" shall mean any building(s) owned or leased by the District.
4. "Contractor" shall mean the bidder, whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
5. "Vendor" shall mean the Bidder.
6. "Successful Bidder" shall mean the Bidder whose bid/proposal is accepted by the School Board.
7. "Material", if used in this document, shall mean all items used in the execution and completion of the work, including all installed equipment. This excludes (except when pro-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consist of but not be limited to the following:
  - a) each page of this document,
  - b) all addenda heretofore issued,
  - c) drawing(s), if any,
  - d) purchase order,
  - e) bidder's submittals, if any,
  - f) contract agreement, if required.

2.20 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS**

- A. To ensure fair consideration for all bidders, the School Board prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee during the submission process of this bid, except as provided in paragraph "B" below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.
- B. **INTERPRETATION OF BIDDING DOCUMENTS**  
No interpretation of the meaning of the Bid Document, any correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, seven (7) business days prior to bid date, addressed to the Purchasing Representative. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Representative, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.
- C. It shall be the responsibility of the bidder to contact the Office of Purchasing prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

2.21 **LITIGATION HISTORY**

All vendors, including predecessors or related vendor or entity, shall identify any litigation in which they have been involved in, including arbitration and administrative proceedings, during the past five (5) years involving claims for excess of ten (10) percent of the contact value. Include a brief legal description of the dispute and its current status. Where the action or lawsuit involved a similar project as herein discussed, bidder shall describe the particular circumstances giving rise to the dispute.

**3. SPECIAL TERMS AND CONDITIONS**

3.01 **LENGTH OF CONTRACT**

Prices shall remain firm for three (3) year from the date of award bid award. This stipulation shall be subject to a thirty (30) day written notice of cancellation by the School District; the awarded vendor must provide a ninety (90) day written notice to cancel as specified herein.

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**3.02 CONTRACT RENEWAL**

The School Board reserves the right to renew this contract or any portion thereof, for up to two (2) additional one (1) year periods, upon mutual agreement, in writing. However, at the end of the first year after the award of the contract, if there has been an increase cost of doing business through this industry, the awarded firm may request a price increase from the District. This increase must be approved by the District and shall not be more than the average of the last five (5) years of the Consumers Price Index or the District's Cost of Living increase to its employees.

**3.03 METHOD OF AWARD**

BID PRICES will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity, and/or (2) The total bid price for all items for these specifications in an "ALL OR NONE" Bid. The School District of Osceola County reserves the right to reject any or all bids or to accept any bid or part thereof that in its judgment will be for the best interest of the School Board. The Board also reserves the right to waive all informalities.

**3.03 ASSIGNMENT**

Any Purchase Order issued regarding this invitation to bid or money which may become due hereunder are not assignable except with the prior written approval of The School District of Osceola County, Florida.

**3.04 PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct representative of the School District of Osceola County and he/she shall settle all disputes or questions of doubt that may arise as to the meaning of any clause in these specifications, or methods of prosecution of the Contract, and his/her decision shall be final and conclusive.

**3.05 RIGHT TO TERMINATE**

In the event the successful bidder violates any provisions of this contract, the School Board may serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reasons for such intention to terminate the contract, and, unless ten (10) calendar days after serving such notice upon the bidder, such violation shall cease and satisfactory arrangements for correction be made, the contract shall, upon expiration of said ten (10) calendar days, cease and terminate, but the liability of such bidder and his surety for any and all such violation or violations shall not be affected by any such termination.

**3.06 COMPLIANCE WITH THE JESSICA LUNSFORD ACT**

a.) **LEVEL 2 BACKGROUND SCREENING**

In pursuant to Florida Statutes 1012.465, the school district will be required to screen any awarded vendor, their employee(s), or agent(s), and/or representative(s) who will be on school grounds when students may be present. This is a level 2 background screening. Participating bidders must take this into consideration when bidding on this contract. Prior to the start of any work/project/contract the awarded vendor must schedule with the district, dates and time with which to have the assigned personnel finger printed by the school district. The School Board will notify the awarded vendor the names of those employee(s) that will be allowed to work on School Board property. The School Board reserves the right to check, at random, any person hired by the awarded vendor working on School Board premises to see that the vendor is in compliance of this requirement. The awarded vendor must certify that the company and its employees are, or will be, in compliance with these standards for each project/contract awarded, prior to the finger printing process.

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The fee to be charged all awarded vendors shall be the same fee charged the School Board at the time the fingerprinting is performed. Currently the School Board is being charged \$61.00/set of fingerprinting.

b.) **FELONY OFFENCES**

The awarded vendor(s), by signing this bid, certifies that all his employees, who may be assigned work under this contract, and who may have access to school grounds, have not been convicted of a felony, a misdemeanor involving (a) sexual assault, (b) obscenity and related offences, (c) drugs, (d) moral turpitude, (e) physical or sexual abuse or neglect of a child or an equivalent offense in another state, and/or (f) are not listed in any sexual offender registry.

3.07 **DELIVERY TERMS**

A. **DELIVERY POINT**

THE BID PRICE must include all delivery charges to the delivery point: The exact delivery point shall be listed on each Purchase Order. The term "DELIVERY POINT" includes the performance of the supplier, or his agent, of placing the item(s) delivered in the building at the designated location by an authorized representative of the School District of Osceola County, Florida. No personnel or equipment will be supplied by the School Board to handle or unload any items being received by the School Board. Delivery charges, if any, shall be included in your bid and none shall be noted on your invoice. No common carrier/drayage charges will be honored by the said School District of Osceola County, Florida.

B. **DELIVERY TIME**

Delivery, as specified herein, shall be within thirty (30) calendar days, from the date of the receipt of the Purchase Order. If unable to meet this delivery, please specify best possible delivery schedule on bid price sheet.

C. **DELIVERY CHARGES**

Bid price must include all delivery charges.

D. **HOURS OF DELIVERY**

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when all school buildings and the Warehouse are closed.

3.08 **ADDITIONAL QUANTITIES**

The estimated quantities that will be purchased during this bid period of one (1) years are shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligates the School Board to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

3.09 **DAMAGED ITEMS**

In the event an item(s) is received and it is later determined there is concealed damage when the item(s) is unpacked and/or installed, the item(s) must be replaced by the vendor at no cost to the School Board. With the number of new facilities that the School District is building, these items may sit in our warehouse for an unspecified length of time before they are installed.

3.10 **LABELING**

Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- A. Name of item.
- B. Quantity of item contained.
- C. Purchase Order Number.
- D. Vendor.

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3.11 **QUANTITY CHANGES**

The School Board reserves the right to increase or decrease the total quantities necessary.

3.12 **METHOD OF ORDERING**

Items shall be ordered via individual purchase orders on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order.

3.13 **EXEMPT FROM THIS BID**

Purchases shall not include items available at lower prices on other School District bid awards or on Florida State Contracts. The School District reserves the right to bid separately any item if deemed to be in the best interest of the District.

3.14 **INVOICING**

The successful bidder will be required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid SDOC purchase order numbers. Invoices shall be mailed directly to: Accounts Payable, School District of Osceola County, 817 Bill Beck Blvd., Kissimmee, Florida 34744-4495. A separate invoice must be received for each purchase order number. Payment for partial shipments shall not be made unless specified. Invoices, which do not reference valid SDOC, purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO RECONCILE THE PURCHASE ORDER AND THE VENDOR'S INVOICE AND TO NOTIFY THE PURCHASING REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO BILLING. THE SCHOOL BOARD WILL ONLY PAY THE DOLLAR AMOUNTS AUTHORIZED ON THE PURCHASE ORDER.

3.15 **PARTIAL PAYMENT**

Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice with support documents if required.

3.16 **PAYMENT DISCOUNTS**

A BID PRICE SUBMITTED INDICATING A DISCOUNT IF PAID WITHIN A CERTAIN NUMBER OF DAYS FROM THE DATE OF THE INVOICE, WILL NOT BE ACCEPTABLE (FOR EXAMPLE, 2%, 10 DAYS, NET 30). ALL BID PRICES MUST BE NET AND NOT CONTINGENT ON TERMS. ANY DISCOUNT ALLOWED MUST BE FIGURED IN THE BASE BID.

3.17 **VENDOR SERVICE REPRESENTATIVE**

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

3.18 **SERVICE REQUIREMENTS**

To ensure that the School District's business is handled in a timely manner. The successful bidder shall provide sufficient staff, facilities and resources to provide prompt replies to all inquiries and orders.

3.19 **WARRANTY**

The successful bidder shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for the manufacturer's normal period of time from date of acceptance. **Acceptance shall mean: at the time items are unpacked and/or at the time items are installed, which ever comes first.**

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**3.20 COMPLIANCE WITH BID SPECIFICATIONS**

A purchase order will be issued to the successful bidder with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will not be "accepted" and will be returned to the vendor at no expense to the School District of Osceola County.

**3.21 REJECTED ITEM (S)**

Any item or items received, which do not meet specifications, will be returned at vendor's expense.

**3.22 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

The Vendor shall assume full responsibility for and shall indemnify the School Board for any and all loss or damage of whatsoever kind and nature to all School Board property which in his custody for service under this agreement resulting in part from the negligent act or omission of the Vendor, and subcontractor, or employee, agent or representative of the Vendor.

**3.23 FAILURE OF PERFORMANCE AND/OR DELIVERY**

If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) or perform the work specified in these specifications, he shall recompense the School District of Osceola County, Florida, for any damages to the School Board caused by his failure to perform as stated.

**3.24 PALLETIZE**

On large shipment(s) products must be palletized and shrink-wrapped. Pallets are available for exchange at the time of delivery, if required.

**3.25 OSHA**

The bidder warrants that the product or products supplied to the School District of Osceola County, Florida, 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 will be considered a breach of contract.

**3.26 BID PROTESTS**

- A. BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.
- B. ALL BIDDERS acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful Bid Protest will be difficult, if not impossible to prove. Therefore, any and all Bid Protests must be accompanied by SECURITY in an amount equal to 1% of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00 whichever is less.
- C. THE SECURITY may be in the form of a bank cashier's check or bank certified check payable to "The School District of Osceola County, Florida." Or the Security may be in the form of a Bond naming as Obligee therein "The School District of Osceola County, Florida." Each such Bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a Surety. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S Protest. There must be attached to each Protest Bond a duly authenticated or certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.
- D. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER shall be returned to the Protesting BIDDER in full.

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- E. Should the protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.
- F. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond, and such amount and sum shall be retained by OWNER.
- G. If the Protesting BIDDER'S protest is unsuccessful, said BIDDER shall be liable for all attorney fees and other administrative costs associated with the unsuccessful Bid Protest.

To qualify as a successful Bid Protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

**4. TECHNICAL SPECIFICATIONS**

The following specifications 4.01 – 4.05 describe the complete system. Item #1 on the price sheet is for a complete system that includes all the specifications listed in 4.01 - 4.05.

**4.01 COLOR CAMERA MINIMUM SPECIFICATIONS:**

- Resolution: 350 TV lines
- Light Sensitivity: 0.45 lux at F1.4
- Imager: 1/3" Sony CCD
- Electric Iris: 1/60 – 1/100,000 sec
- Signal to noise ratio: Greater than 48dB
- Backlight compensation: DSP controlled (user selectable on off)
- Video output: 1 VP-P/75 Ohms
- Current Consumption: 250 mA @ 12 VDC
- Input Voltage: 11 to 17 VDC
- Operation temp range: -4° F to 140°F
- Housing: Stainless steel, powder painted
- Viewing Window: 2 position, hard-coated polycarbonaic (1/16" Lexan MR grade)
- Mounting Options: Ceiling or Header, no brackets required
- No Visible LRD: Camera must not have a visible LED that illuminates When the system is operating (students can not distinguish if the camera is operational based on the LED light)
- Dimensions: 3.6" X 5.2" X 2.8" (WxDxH)
- Weight: 16 oz
- Warranty: 5- year parts and labor, beginning when equipment is installed
- Environmental rating: Weather sealed (IP66)

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**4.02 AUDIO MINIMUM SPECIFICATIONS:**

- Audio output: line level
- Sensitivity level: -45db
- Frequency response: 200Hz – 5kHz (filtered to improve voice response)
- Camera must include an audio sensitivity adjustment feature

**4.03 VCR MINIMUM SPECIFICATIONS:**

- VHS format plays back non standard VHS VCR
- Hi Fi Stereo VCR, two audio channels  
Mono VCR's are not acceptable
- 8.25 hours record time on T165 VHS tape
- Must be capable of both vertical, under seat, sideways, and horizontal mounting
- Automatic rewind at end of tape (user selectable on/off)
- Wireless remote control
- 5 timers for scheduling VCR operation (user programmable)
- Delay off: Records after bus turned off 0-60 min (user selectable)
- Delay on: Start record can be delayed for 0 – 60 min (user selectable)
- Cold start protection, the VCR will power up but won't start recording until the internal temperature on the VCR is above 32°F
- Delay on 15 seconds, power up protection
- On screen voltage recording
- Temporary power button for tape removal and programming when bus is off
- ES or SP recording speeds (user programmable)
- Records time and date
- Automatic Daylight Savings Time adjustment (selectable on/off)
- 28 character text generator records important information about the bus route, driver or school
- Front panel audio/video output for easy setup and programming
- Back-up battery saves settings for 10 years without powering the unit
- 1-year parts and labor warranty, beginning when equipment is installed

**4.04 VCR ENCLOSURE MINIMUM SPECIFICATIONS:**

- 18 gauge steel enclosure, powder painted finish with tamper proof lock
- 3-piece design with removable door for easy access to the VCR  
2-piece designs are not acceptable
- Door must have rounded edges for safety  
Straight edges are not acceptable
- VCR is attached to removable, sliding steel brackets for easy removal or installation.  
Removal of the VCR must not require removing the enclosure lid.
- Shock absorbing pads and rubber bumpers must be used in the enclosure to support the VCR
- Two Secure-Brackets used to hold the VCR in place.  
Velcro straps are not acceptable.
- Must be capable of both vertical, sideways, and horizontal mounting
- Dimensions: 11.9" X 14.9" X 4.6" (WxDxH)

**4.05 OTHER REQUIREMENTS:**

- Decoy systems must use a live camera

**4.06 INSTALLATION:**

- The installation will be done by the School District

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4.07 **BALANCE OF PRODUCT LINE DISCOUNT:**

- Balance of Product Line **MUST BE SUBMITTED WITH BID RESPONSE. ACCEPTABLE SUBMITTALS FOR THIS WOULD BE CATALOGS, COMPUTER PRINTOUT, ETC.** Awarded Vendor(s) is requested to offer a “balance-of line” pricing on all other supplies, which are offered in addition to the items listed on the bid price sheet. Pricing applies to all updates on pricing of the duration of the contract. Furthermore, the balance-of-line pricing does not apply to any contractor’s specials, marketing promotions, or sales that are available to each contract eligible user. It is the intent of this contract that by greatly expanding the “balance-of-line”, all eligible contract users will have a greater variety of items from which to choose. Further, vendors may update the balance-of-line offerings as new items become available for which the stated pricing will apply. Balance-of-line offerings apply only to vendors winning an award. The Purchasing Department reserves the right to accept or reject any individual items(s) or all items offered as balance-of-line. Balance of Product shall be a discount off firm fixed pricing on the awarded vendors printed price list for all items available. This list must be available for auditing purposes as needed by the District.

The intent of this bid is to establish firm fixed pricing. With the option of Balance of Product Line Discount. Balance of Product Line Discount will be used to purchase items that have not been listed on the price sheet.

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**PRICE SHEET**

<b>ITEM</b>	<b>EST QTY</b>	<b>PRICE</b>
1. Seon, Scout Basic Color Camera System, (to include one camera with audio, 6mm lens, camera harness, recorder lock box, wiring harness, mounting hardware, mobile VCR) Model # SCN-BC <b>Only</b>	116	\$ _____
2. Seon Basic VCR with tray Model #SCTV32 <b>Only</b>	1	\$ _____
3. Seon Basic VCR with bracket Part #SCTV31 <b>Only</b>	1	\$ _____
4. 2 Camera switch Part #SCT-BDS <b>Only</b>	1	\$ _____
5. DB-25 adapter (Basic) Part # SCT-AD6 <b>Only</b>	1	\$ _____
6. DB-25adapter (full-featured) Part # SCT-AD7 <b>Only</b>	1	\$ _____
7. VCR power harness Part # SCT-HV <b>Only</b>	1	\$ _____
8. Driver panic alarm harness (Scout) Part # SCT-HP <b>Only</b>	1	\$ _____
9. Driver override toggle switch Part # SCT-HD <b>Only</b>	1	\$ _____
10. Stop alarm harness Part # SCT-HA <b>Only</b>	1	\$ _____
11. Hall speed sensor with harness Part # SCT-HH <b>Only</b>	1	\$ _____
12. Speed sensor harness Part # SCT-HS <b>Only</b>	1	\$ _____
13. Indicator harness Part # SCT-HI <b>Only</b>	1	\$ _____
14. Color camera Part # SA2A06A <b>Only</b>	1	\$ _____
15. Camera Harness Part # SCT-HC <b>Only</b>	1	\$ _____
16. Replacement lens, 6mm Part # _____ <b>Only</b>	1	\$ _____

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**PRICE SHEET (CONTINUED)**

<b>ITEM</b>	<b>EST QTY</b>	<b>PRICE</b>
17. VCR/DVR lockbox with rails Part # SCT-LD <b>Only</b>	1	\$ _____
18. Under seat mount bracket Part # SCT-UB <b>Only</b>	1	\$ _____
19. Delivery After Receipt Of Purchase Order (If different from bid specifications)		_____ days
20. Balance of Product Line Catalog Discount (This allows for items we inadvertently missed)		_____ %
21. Exclusions (if any) must be listed here	_____	_____
	_____	_____
	_____	_____
	_____	_____
22. In State Service Representative:		
Name _____	Phone # _____	
Address _____	Fax # _____	
City _____	Cellular # _____	
Email _____		
23. Inside Sales Contact if assigned Service Representative is unavailable:		
Name _____	Phone # _____	
Email _____	Fax # _____	

If quantities are unknown, one (1) will be listed in the Quantity field and additional quantities may be ordered as School Budgets become available.

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

\_\_\_\_\_  
NAME (Typed)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE