

The School District of Osceola County, Florida

817 Bill Beck Boulevard, Kissimmee, FL 34744-4495

Main Phone: (407) 870-4600

Purchasing: (407) 870-4630 Fax (407) 870-4616 www.osceola.k12.fl.us

December 6, 2006

CALL FOR BID BID #SDOC-07-055 KR

Notice is hereby given that the Purchasing Department of the School District of Osceola County, Florida will receive bids for the **Purchase and Repair of Two-Way Radios** at the Purchasing Office, located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida 34744-4495, until **2:00 PM** on **Tuesday, January 23, 2007**. 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.

A Pre-Bid Conference is scheduled for **Tuesday, January 9, 2007 at 9:00 AM** in the Conference Room of the Purchasing Department located at 817 Bill Beck Blvd., Building 2000, Kissimmee, Florida.

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.

Effective July 5, 1990, State Board of Education Rule 6(A)-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 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.

APPLICABLE LAW

The laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Osceola County, Florida.

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INVITATION TO BID

BID #SDOC 07-055 KR

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

NAME OF BID: **PURCHASE AND REPAIR OF TWO-WAY RADIOS**

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.

- X Certificate of Debarment
- X Drug Free Workplace Certification
- X Insurance Documentation as specified in Bid
- X Manufacturer's Certificate of Warranty
- X Questionnaire
- X Additional Submittals specific to this bid may also be required. See Bid for details.

DUE TO 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: Kristy Rumping – Buyer 1

Bid # SDOC-07-055 KR
Purchase and Repair of Two-Way Radios

We, the undersigned, have decided 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

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
FOR PURCHASE AND REPAIR OF TWO-WAY RADIOS

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and 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.

Vendor's Signature

ne(pr237p)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

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

Organization Name

SDOC 07-055 KR

Bid Number

Names and Titles of Authorized Representative(s)

Signature(s)

Date

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of 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 whom 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", "voluntarily exclude", 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 these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective 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.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR

1. SCOPE

- 1.01 THIS SPECIFICATION establishes the minimum requirements for **PURCHASE AND REPAIR OF TWO-WAY RADIOS**, 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 a base period of three (3) years 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. This contract may be extended at the conclusion of the three (3) year 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) calendar day's written notice by the School District of Osceola County or a ninety (90) calendar day written notice by the awarded vendor. The purchase of this service and listed options will be contingent upon available funding.
- 1.03 During the term of this contract as items are discontinued and a replacement is offered, the awarded vendor(s) for that item must notify the Purchasing Department with the new equipment specifications and price. If the Purchasing Department approves the substitution, an amendment will be placed in the bid folder authorizing the substitution for the remainder of the contract term.

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 their 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, 817 Bill Beck Boulevard, Kissimmee, Florida 34744-4495. The official clock for receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the Purchasing Department. Bids will be opened in the Purchasing Office after the deadline for receiving bids. Any Bid received in Purchasing after the deadline, will be date and time stamped but will not be opened. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the **Purchasing Department** by the specified date and time. Offers by telegram, facsimile machine, email, 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. After bid opening, by appointment, bid files may be examined during normal working hours.

PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR

2.05 INQUIRIES

Please direct all inquiries concerning this bid, in writing at least seven (7) business days prior to the scheduled bid opening to: Kristy Rumping – Buyer 1, Purchasing Department, School District of Osceola County, 817 Bill Beck Boulevard, Kissimmee, Florida, 34744-4495, by fax at # (407) 870-4616 or by email at rumpingk@osceola.k12.fl.us

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.
- 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.
- Inspect all facilities of bidders in order to make a determination as to the foregoing.
- Waive any irregularities and technicalities and may, at its discretion, request a rebid.

2.09 CONTRACTUAL AGREEMENT

This invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. Any and all legal action necessary to enforce the award will be held in Osceola County and the contractual obligations will be interpreted according to the laws of Florida. The School District of Osceola County reserves the right to use any and all remedies for violations of the contract that the law allows.

2.10 CANCELLATION CLAUSE

The School Board reserves the right to cancel this contract at anytime during this contract period by providing the bidder with a written notice at least thirty (30) calendar days prior to cancellation date.

2.11 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.

2.12 POSTING OF BID TABULATIONS

Bid tabulations and recommended awards will be posted at the location where bids were opened or on the Districts website, www.osceola.k12.fl.us and will remain posted for 72 hours for review by interested parties. 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.

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

2.13 **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.

2.14 **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.

2.15 **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 the 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 the VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid.

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

Bidder also certifies that their 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.

2.16 **CONFLICT OF INTEREST**

The award hereunder is subject to provisions of Florida Statutes (F.S. 112). 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.

2.17 **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.

2.18 **BANKRUPTCY / INSOLVENCY**

At the time of bid submittal, 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.

2.19 **FACILITIES**

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

2.20 **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.

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

2.21 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.
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 pre-approved by the Owner) standard tools and machinery normally used in the industry.
8. "Contract Documents" shall consists of and not limited to each of the following:
 - a) each page of this document,
 - b) all addenda heretofore issued,
 - c) purchase order,
 - d) bidder's submittals, if any,
 - e) contract agreement, if required.

2.22 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 communication 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 Buyer/Purchasing Specialist assigned to this project. 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 assigned Buyer/Purchasing Specialist, in writing, shall be binding and prospective Bidders are advised that no other source in the Purchasing Office 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. Bidders can also check the Purchasing Departments website at www.osceola.k12.fl.us/depts/purchasing to see if any Addenda have been posted.

2.23 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.

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

2.24 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School District of Osceola County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School District of Osceola County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Osceola County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) _____ (Print Name) _____ (Title) _____

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

2.25 FAMILIARITY WITH LAWS

The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the vendor will in no way relieve him from any responsibility or liability arising from the award. The awarded vendor assures and certifies that they will comply with these laws, Acts, and other legal requirements.

2.26 JESSICA LUNSFORD ACT

This project shall comply with the Jessica Lunsford Act. If selected, the awarded firm will be required to comply with all provisions listed, prior to the Bid obtaining School Board Approval.

2.27 LEVEL 2 BACKGROUND SCREENING

In pursuant to Florida Statute 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. The School District of Osceola County is now sharing Finger Print data with other Municipalities, If your employee(s) have been finger printed in another School District they only need to register with our County. To do so, they must bring to the School District's HR Department the following items:

1. Two (2) separate forms of identification.
 - a. One (1) being a State issued "photo" ID.
2. Transaction Control (TC) number from the other School District.
 - a. The individual will have to contact the school district where they were finger printed to obtain their original TC number.

PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR

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 fingerprints.

2.28 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.

2.29 ACCESS TO RECORDS

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

2.30 PUBLIC RECORD

The School District of Osceola County is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, of the Florida Statutes shall be exempt from disclosure.

3. SPECIAL TERMS AND CONDITIONS

3.01 LENGTH OF CONTRACT

Prices shall remain firm for a base period of three (3) years from the date of bid award. With the option to renew for two (2) additional one (1) year periods for a total of five (5) years, if mutually agreeable by both parties. This stipulation shall be subject to a thirty (30) day written notice of cancellation by the School District of Osceola County, the awarded vendor must provide a ninety (90) day written notice to cancel as specified herein.

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.

3.03 METHOD OF AWARD

BID PRICES will be accepted and considered using one of the following methods: (1) The total bid price for all items for these specifications in an "ALL OR NONE" Bid and/or (2) Items may be grouped into a "Lot-by-Lot" basis for a particular group of items. The School District of Osceola County, Florida, reserves the right to award the bid on either of these two (2) methods. The Board 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 any informality.

3.04 LOWEST AND BEST BID

SCHOOL BOARD intends to accept the "lowest" and "best" bid submitted to it. The term "lowest" aforesaid shall be interpreted to mean; the lowest "ALL OR NONE" and/or "Lot by Lot" Total Net Bid Price for all required items. In determining which is the "best" bid received by it, SCHOOL BOARD shall also consider and weigh (a) the experience, qualifications and reputation of each BIDDER, and (b) the quality of products and services proposed by each BIDDER.

SCHOOL BOARD reserves the right (a) to reject any and all bids received by it, and rebid at its discretion, (b) to waive minor informalities in any bid, (c) accept any bid or part thereof, that in its judgment will be for the best interest of the School District of Osceola County, Florida.

PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR

3.05 **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.

3.06 **PURCHASING AGENT AS REFEREE**

The Purchasing Agent is hereby designated as the direct authorized 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.

3.07 **REPRESENTATIVES OF THE PURCHASING AGENT**

Duly appointed representatives may be utilized to inspect equipment used under this contract, observe personnel employed and note the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge, or relax the conditions of these specifications. The representatives of the School District will have the authority to reject defective equipment, report on inept personnel, and to suspend any work that is being improperly done, subject to the final decision of the Purchasing Agent.

3.08 **DELIVERY TERMS FOR PURCHASED ITEMS**

A. **DELIVERY POINT**

The bid price must include all delivery charges to the delivery point: any School District site in Osceola County. 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 School District of Osceola County, Florida.

B. **DELIVERY TIME**

Delivery to commence within ten (10) calendar days after receipt of purchase order. If unable to meet this delivery, please specify best possible delivery on bid sheet.

C. **DELIVERY CHARGES**

Bid price must include all delivery charges.

3.09 **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.

3.10 **DAMAGED ITEMS**

In the event an item is received and it is later determined there is concealed damage when the item is unpacked, the item must be replaced by the vendor at no cost to the School Board.

3.11 **QUANTITY**

The estimated quantities that could be purchased during the first twelve month period of this contract is \$64,000. 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.

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

3.12 QUANTITY CHANGES

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

3.13 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.

3.14 ORDERS

Schools, departments and centers of the School District of Osceola County will issue purchase orders directly to the successful bidder(s) for the Purchase and Repair of Two-way Radios . The successful bidder(s) will be expected to honor these orders according to the terms and conditions listed in this bid. Each purchase order will be faxed or mailed to the awarded vendor. The order should be reviewed for correct prices, catalog numbers, extensions, etc.

3.15 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.

3.16 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.

3.17 PARTIAL PAYMENTS

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

3.18 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.

3.19 BIDDER QUALIFICATIONS

Only responsible Bidders qualified by previous experience and satisfactory completion of at least five contracts or orders for similar work within the last five years will be considered. The Bidder shall be in sound financial position and qualified to perform the work. In order to facilitate prompt award of the Contract, the Bidder shall complete and submit the attached questionnaire with his bid package. {The School Board reserves the right to contact any and all customers, past or present to verify previous experience and satisfactory completion of contracts.}

Failure to submit the above requested information may be cause for rejection of your bid. If you have previously submitted this information for similar work in response to another Invitation to Bid, please indicate so on your proposal.

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

3.20 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.

3.21 SERVICE REQUIREMENTS

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the School Board's business is handled in a timely manner.

3.22 PROTECTION OF PROPERTY

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

3.23 WARRANTY

All equipment purchased from this bid shall carry the manufacturers' standard warranty, unless otherwise specified.

3.24 SERVICE DURING WARRANTY PERIOD

The bidder shall provide ready availability of parts and service to maintain all items. Bidder must provide service within 72 hours, in Osceola County during the warranty period. If the repairs cannot be made at the school or location, where the item is located, the bidder must pick-up the item, repair the item, and return the item to the location where it is being used.

3.25 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.

3.26 INSURANCE

The awarded Contractor (including any subcontractors) shall maintain during the life of the contract, the following requirements. Certificates verifying this information will be required with bid submittal. Any bidders not meeting these requirements will be disqualified. Additionally, upon award of contract the successful vendor must show proof that the School District of Osceola County, FL has been added to the vendor's current insurance policy as additionally insured.

Minimum requirements the vendor must meet are as follows:

Certificate of general liability insurance - minimum of \$500,000

Certificate of workers compensation for all employees

Proof of automobile liability

3.27 INSURANCE CANCELLATION

Should any of the required insurance policies be canceled before the expiration date or non-renewed, the issuing company will provide 30 calendar days written notice to the certificate holder the School District of Osceola County.

All insurance contracts and certificates of insurance shall either be executed by or countersigned by a licensed resident agent of the insurance or surety company having its place of business in the State of Florida. The insurance or surety company shall be duly licensed and qualified to do business in the State of Florida.

PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR

3.28 DURATION OF INSURANCE POLICIES

All insurance policies herein specified shall be in force for the term of the contract and contain a Rider that the insurance policies are non-cancelable without a thirty (30) calendar day prior written notice to the parties insured.

3.29 TERMINATION FOR DEFAULT

In the event the successful bidder violates any of the provisions of the contract, The District's Representative shall notify the contractor, in writing of deficiencies or default in the performance of its duties under the contract and 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.

3.30 PRE-BID CONFERENCE

All interested parties are invited to attend a pre-bid conference on Tuesday, January 9, 2007 commencing at 9:00 AM in the Purchasing conference room. At that time, the District's representative will be available to answer questions relative to this Invitation to Bid. Any suggested modifications may be presented in writing to, or discussed with, the District's representative (s) as possible amendments to the Invitation to Bid.

3.31 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Bidder certifies that all material, equipment, etc. contained in his bid meets all O.S.H.A. requirements. Bidder further certifies that, if he is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

3.32 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 one (1) percent of the total estimated contract value, but not less than \$500.00 nor more than \$5000.00, 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.
- 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

PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR

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.

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

4.01 TWO WAY RADIOS

The following are the manufacturers and model numbers of the Radios currently being used in the District:

ICOM F-11, VHF, Rotary Type, 16 Channel Unit
ICOM F-11S, VHF, Toggle Type, 4 Channel Unit
ICOM F-21, UHF, Rotary Type, 16 Channel Unit
ICOM F-21S, UHF, Toggle Type, 4 Channel Unit
ICOM F-24, UHF, Rotary Type, 16 Channel Unit
ICOM F-24S, UHF, Toggle Type, 4 Channel Unit

KENWOOD TK2160, VHF, 16 Channel Unit, 5 watts
KENWOOD TK3160, UHF, 16 Channel Unit, 4 watts
KENWOOD TK2200, VHF, 2 Channel Unit, 2 watts
KENWOOD TK2200, VHF, 8 Channel Unit, 2 watts
KENWOOD TK3101, UHF 15 Channel Unit, 2 watts
KENWOOD TK3200, UHF, 2 Channel Unit, 2 watts
KENWOOD TK3200, UHF, 8 Channel Unit, 2 watts

MOTOROLA CP200, VHF, 16 Channel Unit, 5 watts
MOTOROLA CP200, UHF, 16 Channel Unit, 4 watts
MOTOROLA XTS1500, VHF, 48 Channel Unit, 5 watts
MOTOROLA XTS1500, UHF, 48 Channel Unit, 5 watts

The Bid Price for each of the Two-Way Radios, listed above, shall include the following items as part of the Base package:

The Base Unit
Drop-In Charger
Spring Belt Clip
Battery, Ni-Cd
Antenna
Programming and Alignment of the Unit

PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR

4.02 **BIDDING ON TWO WAY RADIOS**

Please see the following Bid price sheet. The School District is requesting pricing on the Manufacturers and Models of Two Way Radios currently used in the district. Bidders are requested to bid ONLY on these unit(s). The estimated quantity on the Bid Price Sheet is just an estimate. The district is not limited to or obligated to purchase the specified quantity.

4.03 **EQUIPMENT REQUIREMENTS**

The scope of these specifications is to insure the delivery of a complete unit ready for operations. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.

All equipment must be new, of current manufacture and carry standard warranties. At least two complete shop repair manuals and parts lists must be furnished with each type of equipment at the time of delivery. The successful bidder must service all equipment prior to delivery.

Proposals will be considered only on equipment, which can, on short notice, be serviced and maintained by the bidder. The bidder must maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay.

4.04 **SERVICE REQUIREMENTS**

Replacement parts shall be made available in sufficient supply to keep equipment purchased from this bid in operational condition for a minimum of five (5) years after equipment delivery and acceptance. After expiration of any manufacturer warranties and during this five (5) year period, all required parts shall be received within thirty (30) days after receipt of customer's purchase order.

4.05 **VENDOR REQUIREMENT**

The District requires the vendor to have a minimum of three (3) years experience under the current business name. Contractor shall be properly licensed as required to legally do business in Osceola County, FL. The District requires that there be no minimum order requirement.

4.06 **MANUFACTUER WARRANTY**

The District prefers that all two way radios come with a standard manufacturer warranty of two (2) years. Please specify the standard manufacturer warranty on the price sheet.

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

QUESTIONNAIRE

The Vendor shall answer the following questionnaire for use in the evaluating of the proposal to determine the best qualified. The School Board shall weight (a) experience, qualifications, and reputation of each Bidder and (b) the quality of the products and of the services proposed by each bidder.

FIRM NAME: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact Person for Inquiries: _____

2. INSURANCE:

Insurance Company: _____

Agent Company: _____

Agent Contact: _____ Phone _____

Worker's Compensation Modifier for the past three (3) years:

3. SAFETY:

Have you had OSHA fines within the last three (3) years? YES NO

Have you had jobsite fatalities with the last five (5) years? YES NO

If you have answered **YES** to either of the above questions, you **MUST** submit on a separate sheet the details describing the circumstances surrounding each incident.

4. EXPERIENCE:

Years in business under present name: _____

Years in this area of work: _____

Value of work now under contract: _____

Value of work in place last year: _____

Average annual value of work completed
(Last three (3) years): _____

Trades usually self-performed: _____

Percentage (%) of work performed by own
Forces: _____

Licenses currently valid in force: _____

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

List Four (4) Most Contracts Projects Completed in the Last Five (5) Years:

PROJECT #1:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #2:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #3:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #4:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

List Three (3) Most Significant Contracts, Other Than Those Listed Above, That are Presently Under Contract:

PROJECT #1:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

PROJECT #2:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

PROJECT #3:

Contracting Agency: _____
Contact Person: _____ Phone: _____
Contract Amount: _____ Date Completed: _____
Equipment Supported _____

5. BANK REFERENCES, CREDIT REFERENCEES:

Bank Name: _____
Address: _____
Contact Person: _____ Phone: _____

Currently Rated with Dun & Bradstreet? YES NO

If so, what is your D&B rating: _____

Has Firm: Failed to complete a contract? YES NO

Been involved in bankruptcy or reorganization? YES NO

Pending judgment claims or suits against firm? YES NO
(If answer to proceeding is YES, submit details on separated sheet.)

7. Has anyone employed by your firm ever been convicted, plead nolo contendere (no contest), or had adjudication withheld in a criminal offense, felony, misdemeanor, or otherwise, or are there any criminal charges now pending against anyone employed by your firm other than a con-criminal traffic violation?

YES NO

If YES provide complete details on a separated sheet.

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
 BID# SDOC 07-055 KR**

PRICE SHEET

Lot #1- Purchase/Repair of ICOM Two-Way Radios

The Unit Cost is the Cost of the Base Package (see paragraph 4.01)

Description Of Item	Estimated Quantity	Unit Cost	Total Cost
1. Icom F-11 VHF, Rotary type	10	\$ _____ /each	\$ _____
2. Icom F-11S VHF, Toggle type	1	\$ _____ /each	\$ _____
3. Icom F-21 UHF, Rotary Type	70	\$ _____ /each	\$ _____
4. Icom F-21S UHF, Toggle Type	1	\$ _____ /each	\$ _____
5. Icom F-24 UHF, Rotary Type	1	\$ _____ /each	\$ _____
6. Icom F-24S UHF, Toggle Type	1	\$ _____ /each	\$ _____
		7. Total for Lot #1	\$ _____
8. Are you a manufacturer authorized dealer for ICOM? _____ Yes _____ No (If so, please submit certificate with bid response)			
9. What is the standard manufacturer warranty for ICOM Two-Way Radios? _____			
10. Are you able to perform warranty work on site? _____ Yes _____ No			
11. Hourly Rate for repair work \$ _____ /hour			
12. Markup on parts/Accessories _____ %			
13. Best Delivery time after receipt of Purchase Order _____ Days.			

Lot #2- Purchase/Repair of Kenwood Two-Way Radios

The Unit Cost is the Cost of the Base Package (see paragraph 4.01)

Description Of Item	Estimated Quantity	Unit Cost	Total Cost
1. Kenwood TK2160	1	\$ _____ /each	\$ _____
2. Kenwood TK3160	1	\$ _____ /each	\$ _____
3. Kenwood TK2200 (2 Channel)	5	\$ _____ /each	\$ _____
4. Kenwood TK2200 (8 Channel)	15	\$ _____ /each	\$ _____
5. Kenwood TK3101	30	\$ _____ /each	\$ _____
6. Kenwood TK3200 (2 Channel)	5	\$ _____ /each	\$ _____
7. Kenwood TK3200 (8 Channel)	15	\$ _____ /each	\$ _____
		8. Total for Lot #2	\$ _____
9. Are you a manufacturer authorized dealer for Kenwood? _____ Yes _____ No (If so, please submit certificate with bid response)			
10. What is the standard manufacturer warranty for Kenwood Two-Way Radios? _____			
11. Are you able to perform warranty work on site? _____ Yes _____ No			
12. Hourly Rate for repair work \$ _____ /hour			
13. Markup on parts/Accessories _____ %			
14. Best Delivery time after receipt of Purchase Order _____ days.			

Lot #3- Purchase/Repair of Motorola Two-Way Radios

The Unit Cost is the Cost of the Base Package (see paragraph 4.01)

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
 BID# SDOC 07-055 KR**

Description Of Item	Estimated Quantity	Unit Cost	Total Cost
1. Motorola CP200 UHF	10	\$ _____ /each	\$ _____
2. Motorola CP200 VHF	1	\$ _____ /each	\$ _____
3. Motorola XTS1500 UHF	1	\$ _____ /each	\$ _____
4. Motorola XTS1500 VHF	1	\$ _____ /each	\$ _____
		5. Total for Lot #3	\$ _____
6. Are you a manufacturer authorized dealer for Motorola? _____ Yes _____ No (If so, please submit certificate with bid response) 7. What is the standard manufacturer warranty for Motorola Two-Way Radios? _____ 8. Are you able to perform warranty work on site? _____ Yes _____ No 9. Hourly Rate for repair work \$ _____ /hour 10. Markup on parts/Accessories _____ % 11. Best Delivery time after receipt of Purchase Order _____ days.			

Award is based on Paragraphs 3.03, 3.04, 3.22 and Lot 1 Item #7, Lot 2 Item #8, Lot 3 Item #5.

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.

 COMPANY NAME (Print)

 DATE

 AUTHORIZED SIGNATURE

 PHONE NUMBER

 PRINT NAME

 FAX NUMBER

 TITLE

 EMAIL ADDRESS

**PURCHASE AND REPAIR OF TWO-WAY RADIOS
BID# SDOC 07-055 KR**

PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO YOUR BID/RFP REPLY ENVELOPE.

Failure to do so may result in your bid packet not being delivered on time to the Purchasing Department, resulting on your name being removed from the School District of Osceola County's Vendor List for this commodity.

Cut out the Label below and attach it to your envelope

DO NOT OPEN * SEALED BID * DO NOT OPEN	
SEALED BID NUMBER:	<u>SDOC 07-055 KR</u>
BID TITLE:	<u>PURCHASE AND REPAIR OF TWO-WAY RADIOS</u>
BID TO BE OPENED ON	<u>January 23, 2007</u> AT <u>2:00</u> P.M.
BID ENCLOSED	<u> </u> "NO BID LETTER" ENCLOSED <u> </u>
Deliver To:	The School District of Osceola County, Florida PURCHASING DEPARTMENT 817 Bill Beck Blvd., Building 2000 Kissimmee, FL 34744-4495