

SUBMIT TO:
 The School District of Osceola County,
 Florida
 Purchasing Department, Building 2000
 817 Bill Beck Blvd.
 Kissimmee, FL 34744



REQUEST FOR PROPOSAL

AN EQUAL OPPORTUNITY EMPLOYER
www.osceola.k12.fl.us/depts/Purchasing/Index.asp

CONTACT PERSON:
 Neil D. McDonald

Telephone #: 407.870.4630
 Fax #: 407.870.4616

Date issued: **February 18, 2009**

TITLE: *Audio Amplification Systems for Three Schools: Narcoossee Elementary School, Westside K-8 School, and Narcoossee Community School*

NUMBER:
SDOC 09-P-065 NM

SUBMITTAL DEADLINE:
March 18, 2009 at 2:00 PM

PRE PROPOSAL CONFERENCE - DATE, TIME AND LOCATION:
March 3, 2009 at 2:00 PM in Purchasing Department offices located at 817 Bill Beck Blvd., Kissimmee, Florida.

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S NAME:

MAILING ADDRESS:

CITY - STATE - ZIP:

TELEPHONE NO:

FAX NO:

FEDERAL ID NO. OR SOCIAL SECURITY NO.

X _____
 Authorized Signature _____
 _____ Typed Name

Title _____ Date _____

Email Address _____

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE
 GENERAL CONDITIONS AND INSTRUCTIONS**

****** PLEASE READ CAREFULLY ******

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the School District of Osceola County Purchasing Department shall contact the Purchasing Department at 407.870.4630, at least five (5) days prior to the scheduled opening or meeting.

1. SUBMISSION OF OFFERS: All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the School District of Osceola County Purchasing Department prior to the specified date and time is solely and strictly the responsibility of the offeror. Any submittal received in the Purchasing Department after the specified date and time will not be considered.

Responses shall be submitted on forms provided by the School Board. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance. No offer may be withdrawn after opening for a period of sixty (60) days unless otherwise specified.

2. EXECUTION OF OFFER: Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the offeror to the provisions therein. All spaces requesting information from the offeror shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the offeror to any entry must be initialed.

3. OPENING: Opening shall be public in the School District Purchasing Department immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (b) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or ten (10) days, whichever is earlier.

4. PUBLIC RECORD: The School District is governed by the Public Record Law, Chapter 119, Florida Statutes. Pursuant to Chapter 119 only trade secrets as defined in Section 812.081, Florida Statute shall be exempt from disclosure.

5. CLARIFICATION/CORRECTION OF ENTRY: The School Board reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

6. INTERPRETATION/ADDENDA: Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective offerors.

No interpretation shall be considered binding unless provided in writing by the School District Purchasing Department in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with offeror's response.

Failure to acknowledge addenda may result in the offer not being considered.

7. INCURRED EXPENSES: This invitation does not commit the School Board to make an award nor shall the School Board be responsible for any cost or expense which may be incurred by any respondent in preparing and submitting a reply, or any cost or expense incurred by any respondent prior to the execution of a purchase order or contract agreement.

8. PRICING: Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the School District to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

9. **ADDITIONAL TERMS & CONDITIONS:** The School Board reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.
10. **TAXES:** The School District of Osceola County is exempt from Federal and State Tax for Tangible Personal Property. Florida State Exemption Certificate No. 85-8012500806C-9. 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.
11. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.
12. **MEETS SPECIFICATIONS:** The offeror represents that all offers to this invitation shall meet or exceed the minimum requirements specified.
13. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the School Board to meet fully the salient characteristic requirements listed in the specifications.

Unless the offeror clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

If the offeror proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the School Board and will be based on information furnished by the offeror. The Purchasing Department is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing Department. To insure that sufficient information is available the offeror shall furnish as part of the response all descriptive material necessary for the Purchasing Department to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the offeror proposes to furnish and what the School Board would be binding itself to purchase by making an award.

14. **SAMPLES:** When required, samples of products shall be furnished with response to the School Board at no charge. Samples may be tested and will not be returned to the offeror. The result of any and all testing shall be made available upon written request.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.
16. **GOVERNING LAWS AND VENUE:** All legal proceedings brought in connection with this Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Osceola County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando Division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.
All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

17. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the School Board.
18. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."
19. **INDEMNIFICATION OF SCHOOL BOARD**
The respondent shall indemnify, hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board that may result from the respondent's performance or nonperformance of services pursuant to the contract.
20. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the School Board, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the School Board. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.
21. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the School Board to provide training to School Board personnel in the operation and maintenance of any item purchased as a result of this invitation.
22. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the respondent.
23. **SAFETY WARRANTY:** Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.
24. **WARRANTY:** The offeror agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the offeror gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the School Board by any other provision of the invitation/offer.
25. **AWARD:** As the best interest of the School Board may require, the School Board reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a district wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Offerors are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable School Board Rules, State Board Rules, and State of Florida Statutes.

26. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the respondent being removed from the School Board Bid list and the /respondent being disqualified from doing business with the School Board for a period of time to be determined on a case-by-case basis.

27. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals (“one” over “1”). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

28. **GENERAL INFORMATION ABOUT THE DISTRICT:** The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and it’s departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

The District is coterminous with Osceola County. The annual budget for the District for 2007-2008 school year totals \$999,422,956, including an operating budget of \$461,355,469, and a capital budget of \$401,140,409. The District operates thirty-nine schools, which includes twenty -one (21) elementary schools, seven (7) middle schools, eight (8) high schools, two (2) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for twelve alternative education sites, and seven charter schools. The total full-time K-12 projected enrollment of public school students for August 2007 is 53,070. Growth is projected to continue in the future at an average of 2000 students per year.

29. **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 Request For Proposal.

30. **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.

31. **NO CONTACT:** Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, and School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about potential contracts with the School Board once an Request For Proposal, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Request For Proposal, request for quote, request for proposal, invitation to negotiate, or request for qualifications. (*School Board Rule 7.70.I.G*)

32. **DEFINITIONS:**

RESPONDENT – The term “respondent” used herein refers to any dealer, manufacturer, representative, distributor, or business organization that will be or has been awarded a contract and/or purchase order pursuant to the terms and conditions of the invitation and accepted offer.

OFFEROR – The term “offeror” used herein refers to any dealer, manufacturer, representative, distributor, or business organization submitting an offer to the County in response to this invitation.

SCHOOL BOARD – The term “School Board” herein refers to the School Board of Osceola County, Florida, and its duly authorized representatives and any school, department, or unit within the School District.

USING AGENCY – The term “using agency” used herein refers to any school, department, committee, authority, or another unit in the School District using supplies or procuring contractual services as provided for in the Purchasing Department of the School District.

THE SCHOOL BOARD RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE SCHOOL BOARD

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1.0 PURPOSE & OVERVIEW

The purpose of this Request For Proposal (RFP) is to solicit competitive sealed proposals for ***two (2) classroom audio amplification systems that will enhance the delivery of audio information, both spoken and digital, throughout the entire classroom; a 50 watt system and a 30 watt system.***

1.01 General Information about the District:

The District and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School District Officials in accordance with Chapters 1000-1013, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District public schools. The Superintendent of Schools is responsible for the administration and management of the schools and its departments within the applicable parameters of state laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1010.01, Florida Statutes as prescribed by the State Board of Education.

1.02 The District is coterminous with Osceola County. The annual budget for the District for 2008-2009 school year totals \$954,129,820, including an operating budget of \$446,994,491, and a capital budget of \$356,639,533. The District operates forty schools, which includes twenty-one (21) elementary schools, seven (7) middle schools, eight (8) high schools, three (3) K thru 8 schools, and one (1) 6th thru 12th grade school. The District is also responsible for eleven (11) alternative education sites, and seven (7) charter schools. The total full-time K-12 enrollment of public school students as of September 2008 is 51,594.

2.0 SCOPE OF SERVICES

The Awarded Respondent will provide audio amplification systems for the classroom that are a high range infrared amplification system and shall meet or exceed the specifications as addressed in Attachment "I".

The Awarded Respondent shall:

- Set in place, install, and test the audio amplification system products pursuant to the manufacturers recommended installation instruction and according to any and all regulatory coders, with various degrees of scope, on an as needed basis,
- Provide a qualified project manager(s), at no additional cost to the District, to assure performance of the audio amplification system awarded to him,
- Make ready for use and test items; testing shall be accomplished in the presence of an authorized District representative. Upon completion of successful installation and testing of all items, the authorized District representative may accept it,
- Supervise and direct the Work using their best skills and attention,
- Be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract,
- At all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the end of each work day he shall remove all his wasted materials and rubbish from and about the school or location as well as all his tools, construction equipment, machinery and surplus materials, unless otherwise directed by the District.
- Be responsible of notifying the District representative in writing of any conditions detrimental to the proper and timely completion of Work,
- Be responsible to the District for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the awarded firm,

- Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the project whether temporary or permanent and whether or not incorporated or to be incorporated in the project, and
- Warrant that all materials and equipment furnished under this contract will be new of present product, and that all Work will be of good quality, free faults and defects and in conformance with the project specifications. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- Provide on-site training to the extent that all user employees of the District shall have the knowledge and skills to utilize all the features of the system being offered, and the District requests that a training video be provided for future training updated as necessary with any charges or modifications to equipment.

All material, equipment, and/or audio systems shall indicate compliance with industry standards, such as, but not limited to:

- ✓ American National Standards Institute (ANSI)
- ✓ Americans with Disabilities Act of 1990 (ADA)
- ✓ American Society for Testing and Materials (ASTM)
- ✓ Florida Department of Community Affairs Accessibility Requirements Manual (DCAARM)
- ✓ National Electrical Manufacturers Association (NEMA)
- ✓ National Fire Protection Associations (NFPA)
- ✓ Underwriters Laboratories (UL)
- ✓ Florida Administrative Code (FAC)
- ✓ Florida Department of Education Chapter 6A-2
- ✓ State Requirements for Educational Facilities 2008 (SREF)

3.0 SPECIAL TERMS & CONDITIONS

3.01 RFP Closing Date

Proposals must be received by the School District of Osceola County's Purchasing Department, 817 Bill Beck Blvd, Building 2000, Kissimmee, Florida 34744-4495, no later than **2:00 p.m., local time, on March 18, 2009**. Proposals received after this time will not be considered.

3.02 Proposed Schedule

<i>February 18, 2009</i>	Release date for Request for Proposal
<i>March 3, 2009</i>	Pre-proposal Conference
<i>March 6, 2009</i>	Final date to receive written questions
<i>March 10, 2009</i>	Release date for Addenda to answer written questions
<i>March 18, 2009</i>	Closing Date
<i>March 25, 2009</i>	Evaluation Committee Meeting to Select Short-Listed Firms
<i>April 1, 2009</i>	Oral Presentations by Short-Listed Firms
<i>April 21, 2009</i>	Recommendation of Top-Ranked Firm to School Board
<i>May 5, 2009</i>	School Board Approval of Final Negotiated Contract
<i>May 8, 2009</i>	Purchase Orders issued and Notice to Proceed issued after contract document is fully executed

Tentative Installation Dates (These dates are tentative and are contingent upon the construction schedule status and budget at the time the final contract is negotiated):

SCHOOL NAME	START DATE	COMPLETION DATE
Narcoossee Elementary School	May 18, 2009	June 5, 2009
Westside K-8 School	June 8, 2009	June 26, 2009
Narcoossee Middle School	June 29, 2009	July 17, 2009

- C. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public RFP openings or meetings should contact the School Board's Purchasing Department, Kissimmee, Florida, (407) 870-4625 at least five (5) days prior to the date.

3.06 Proposal Form

- A. See **Submittal Requirements** for complete details.
It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information.
- B. Each respondent shall submit twelve (12) complete sets of the Proposal Submittals; the fee schedule shall only appear in the hard copy marked "original" and shall be in a separate sealed envelope:
- **One (1)** hard copy marked "ORIGINAL" with fee schedules in a sealed envelope
 - **Eleven (11)** hard copies marked "COPY" without fee schedules
 - **Two (2) COMPLETE electronic copies on CD's, in PDF format (Excel spreadsheets shall not be recorded in PDF). Note solicitation number and name of company on the disk.**
- If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD. Confidential materials shall be segregated on a separate CD, plainly labeled "Confidential Materials".**
- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

3.07 Questions Concerning RFP

- A. Questions concerning any portion of this RFP shall be directed in writing or by e-mail to the Purchasing Agent named herein, who shall be the official point of contact for this RFP. Questions should be submitted at least seventeen (17) days before the closing date.
- B. Mark cover page or envelope(s) "**Questions on RFP #SDOC 09-P-065 NM - Audio Amplification Systems for Classrooms**".
Submit questions to:
Neil D. McDonald
Purchasing Supervisor
Telephone: 407.870.4625
Fax: 407.870.4616
E-mail: mcdonaln@osceola.k12.fl.us

3.08 Clarification and Addenda

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, 407.870.4616) through the Purchasing Agent named herein. The School Board will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing our web site. Respondents in their proposal must acknowledge receipts of amendments. **Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the**

School District's web site at <http://www.osceola.k12.fl.us/depts/Purchasing/index.asp> for any addenda. The District will not mail/fax/email addenda to prospective respondents.

3.09 Award

The School Board reserves the right to award the contract to the respondent(s) that the School Board deems to offer the best overall proposal(s). The School Board is therefore not bound to accept a proposal on the basis of lowest price. In addition, the School Board at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so. The School Board also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the School Board's best interest. The District reserves the right to further negotiate any proposal, including price, with the highest rated Respondent. If an agreement cannot be reached with the highest rated Respondent, the District reserves the right to negotiate and recommend award to the next highest Respondent or subsequent Respondents until an agreement is reached.

3.10 Other Agencies

- A. All respondents awarded contracts from this solicitation may, upon mutual agreement with the awarded respondent(s), permit any school board, community college, state university, municipality or other governmental entity to participate in the contract under the same prices, terms and conditions.
- B. Further, it is understood that each entity will issue its own purchase order to the awarded respondent(s).

3.11 F.O.B. Point

The F.O.B. points for this contract and for all purchases made under it shall be as specified by the using entity (in accordance with the RFP proposal form), in Osceola County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / respondent and the carrier.

3.12 Assignment

The Respondent shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the School Board. In the event of any assignment, the Respondent remains secondarily liable for the performance of the Contract, unless the School Board expressly waives such secondary liability. The School Board may assign the Contract with prior written notice to Respondent of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Respondent or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Respondent, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Respondent. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Respondent; (3) sale of common stock of Respondent pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Respondent; (4) transfer of any interest in Respondent in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Respondent in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

3.13 Contract

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the School Board may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued; see attached preliminary draft (Attachment "H") per project. The attached draft contract is the School Board's standard contract and may be revised subject to negotiation between the School Board and the respondent. Content of the final contract may contain changes from the School Board's perspective as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the Awarded Respondent's submittal. School Board contracts are subject to review by the Executive Director of Contract Services for form and legal sufficiency.
- B. The School Board and its designee are authorized to make changes to any contract.
- C. The School Board shall be responsible for only those orders placed by the School Board on an authorized signed Purchase Order or Price Agreement. The School Board shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the Awarded Respondent should promptly contact the Purchasing Department at 407.870.4625.

3.14 Disclosure of Proposal Content

- A. All material submitted becomes the property of the School Board and may be returned only at the School Board's option. The School Board has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.
- B. The School Board is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure. If a respondent submits Confidential Materials, the information **must be segregated**, accompanied by an executed Non-disclosure Agreement for Confidential Materials and each pertinent page must be clearly labeled "confidential" or "trade secret." The School Board will not disclose such Confidential Materials, subject to the conditions detailed within the Agreement, which is attached to this solicitation. When such segregated and labeled materials are received with an executed Agreement, the School Board shall execute the Agreement and send the respondent a "Receipt for Trade Secret Information."

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE RFP DOCUMENT TO DETERMINE IF THIS APPLIES. THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.

3.15 Respondent's Responsibility

A respondent, by submitting a proposal, represents that:

- A. The respondent understands the RFP in its entirety and that the proposal is made in accordance therewith, and;

- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the School Board, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the School Board, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;
- D. The respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the School Board's annual audit.

3.16 Payment Terms

- A. The School Board will remit payment on all undisputed invoices within the time frame and in accordance with the requirements of the Local Government Prompt Payment Act, as enacted in the Florida Statutes.
- B. The School Board has the capabilities of Electronic Fund Transfer (EFT). List discounts, if any, for payments through Electronic Funds Transfer (EFT).
- D. By submitting a proposal (offer) to the School Board, the respondent expressly agrees that if awarded a contract, the School Board may withhold from any payment, monies owed by the respondent to the School Board for any legal obligation between the respondent and the School Board.

3.17 Conflict of Interest Form

All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

3.18 Licenses and Certificates

- A. The School Board reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;
- B. Each firm and personnel who will be performing services on behalf of the firm for the Board are to be properly licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

3.19 Minor Irregularities

The School Board reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the School Board. Minor irregularities are defined as those that have no adverse effect on the School Board's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

3.20 Insurance Requirements

Each respondent shall include in their submittal proof of insurance capabilities, including but not limited to, the following requirements:

- A. Workers' Compensation – As required by Florida law. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to the School Board. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a copy of said notice.

Requirements for Respondents that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the School Board of liability in the event they and/or their employees are injured while providing goods and/or services to the School Board.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

The waiver mentioned above is included as an attachment to this bid. Waivers shall be returned with the bid proposal as detailed in the Submittal Requirements.

- B. Commercial General Liability Insurance
 - 1. Each occurrence
 - (a) One Million Dollars (\$1,000,000)
 - 2. Aggregate
 - (b) Two Million Dollars (\$2,000,000)
- C. Professional Liability Insurance
 - 1. (a) One Million Dollars (\$1,000,000) with a deductible not to exceed \$25,000

The respondent shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the School Board.

Certificate of Insurance: A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to the School Board Representative prior to the execution of the contract and annually upon renewal thereafter. Respondent agrees that School Board will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to the School Board Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the School Board. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (1) The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- (2) Statement that the Insurer will mail notice to the School Board at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) School Board shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.

Loss Deductible Clause: The School Board shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

3.21 Award Term

The School Board is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the Awarded Respondent(s) shall be awarded a contract to furnish, install, test, train, and warranty the equipment herein addressed at the three (3) schools herein listed.

3.22 Unusual Costs

The Respondent may petition the School Board at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The School Board may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The School Board shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the School Board. Any price redetermination shall be solely based upon the documentation provided and the School Board reserves the right to rescind any price relief granted should the circumstances change and prices go down.

3.23 Deviations

All proposals must clearly and with specific detail, note all deviations to the **exact** requirements imposed upon the respondent by the Specifications. Such deviations must be stated upon the Proposal Form otherwise School Board will consider the subject proposals as being made in strict compliance with said Specifications to respondents; the respondent being held therefore accountable and responsible. Respondents are hereby advised that the School Board will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, **at the sole discretion of the School Board**, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other respondents.

3.24 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than thirty (30) calendar days to present or file any claims against the School Board concerning this contract. After that period, the School Board will consider the respondent to have waived any right to claims against the School Board concerning this agreement.

3.25 Termination / Cancellation of Contract

The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with ninety (90) days **written** notice to the Director of Purchasing and Warehouse. Failure to provide proper notice to the School Board may result in the Awarded Respondent being barred from future business with the School Board.

3.26 Termination for Default

The School Board's Contract Administrator shall notify, in writing, the Awarded Respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Awarded Respondent shall not be found in default for events arising due to acts of God.

3.27 Termination for School Board's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever the School Board representative shall determine that such termination is in the best interest of the School Board. Any such termination shall be effected by the delivery to the Awarded Respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Awarded Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the School Board shall have no other obligations to Awarded Respondent. Awarded Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. The Awarded Respondent may cancel the resulting contract with ninety (90) days **written** notice to the Director of Purchasing and Warehouse.

3.28 Incurred Expenses

This RFP does not commit the School Board to award a contract nor shall the School Board be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

3.29 Post-Proposal Discussions with Respondents

It is the School Board's intent to award a contract(s) to the respondent(s) deemed most advantageous to the School Board in accordance with the evaluation criteria specified elsewhere in this RFP. The School Board reserves the right however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information, competitive negotiations, and best and final offers.

3.30 Presentations by Respondents

- A. The School Board, at its sole discretion, may ask individual respondents to make oral presentations, informal telephone interviews and/or demonstrations without charge to the School Board.
- B. The School Board reserves the right to require any respondent to demonstrate to the satisfaction of the School Board that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the School Board and the School Board shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.31 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. Within Attachment "I", the technical specifications of the system equipment are listed. They are not intended to limit competition nor specify any particular respondent but to ensure that the School Board receives quality audio systems and services.

3.32 Compliance with Laws and Regulations

The Awarded Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Awarded Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Awarded Respondent shall protect and indemnify the School Board and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Awarded Respondent, its representatives, subcontractors, subconsultants, professional associates, agents, servants, or employees. Additionally, Awarded Respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Osceola County, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

3.33 Indemnification of School Board

The Awarded Respondent shall indemnify hold harmless and defend the School Board, its officers, agents, and employees, from or on account of any claims losses, expenses, injuries, damages, or liability resulting or arising solely from Awarded Respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of School Board, its officers, agents, or employees. The indemnification shall obligate the Awarded Respondent to defend at its own expense or to provide for such defense, at School Board's option, any and all claims and suits brought against School Board, which may result from Awarded Respondent's performance or nonperformance of services pursuant to the contract.

3.34 Records & Right to Audit

The Awarded Respondent shall maintain such financial records and other records as may be prescribed by the School Board or by applicable federal and state laws, rules, and regulations. The Awarded Respondent shall retain these records for a period of four (4) years after final payment, or until they are audited by the School Board, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the School Board, its designees, or other entities authorized by law.

3.35 Changes in Scope of Services

- A. The School Board may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Awarded Respondent that the scope of the project or of the Awarded Respondent's services has been changed, requiring changes to the amount of compensation to the Awarded Respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the School Board Representative and the Awarded Respondent.
- B. If the Awarded Respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the Awarded Respondent, the Awarded Respondent must immediately notify the School Board's Representative in writing of this belief. If the School Board's Representative believes that the particular work is within the scope of the contract as written, the Awarded Respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The Awarded Respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The School Board reserves the right to negotiate with the Awarded Respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

3.36 Modifications Due to Public Welfare or Change in Law

The School Board shall have the power to make changes in the contract as the result of changes in law and/or Ordinances of the School Board to impose new rules and regulations on the Awarded Respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The School Board shall give the Awarded Respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Awarded Respondent. In the event any future change in Federal, State or County law or the Ordinances of Osceola School Board materially alters the obligations of the Awarded Respondent, or the benefits to the School Board, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Awarded Respondent, then the Awarded Respondent or the School Board shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. The School Board and Awarded Respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, the School Board and the Awarded Respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Awarded Respondent directly and demonstrably due to any modification in the contract under this clause.

3.37 Right to Require Performance

- A. The failure of the School Board at any time to require performance by the Awarded Respondent of any provision hereof shall in no way affect the right of the School Board thereafter to enforce same, nor shall waiver by the School Board of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Awarded Respondent to deliver services in accordance with the contract terms and conditions, the School Board, after due written notice, may

procure the services from other sources and hold the Awarded Respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the School Board may have.

3.38 Force Majeure

The School Board and the Awarded Respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.39 Awarded Respondent's Personnel

The Awarded Respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The Awarded Respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the Awarded Respondent agrees to the following:

The Awarded Respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Awarded Respondent. The Awarded Respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Awarded Respondent, in all solicitations or advertisements for employees placed by or on behalf of the Awarded Respondent, shall state that such Awarded Respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Awarded Respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Awarded Respondent.

The Awarded Respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the School Board, its products, services, personnel, policies or any other aspect of its business learned by the Awarded Respondent or personnel furnished by the Awarded Respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the Awarded Respondent or any employee or agents of the Awarded Respondent or personnel furnished by the Awarded Respondent, without the prior written consent of the School Board.

3.40 Claim Notice

The Awarded Respondent shall immediately report in writing to the School Board's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Awarded Respondent agrees to cooperate with the School Board in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all Awarded Respondent operations at the School Board project site.

3.41 Contract/Awarded Respondent Relationship

The School Board reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of the School Board.

Any Awarded Respondent shall provide the services required herein strictly under a contractual relationship with the School Board and is not, nor shall be, construed to be an agent or employee of the School Board. As an independent firm the Awarded Respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Awarded Respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-contractor's wages or salaries. Benefits for same shall be the responsibility of the Awarded Respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent firm shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent firm shall not be provided special space, facilities, or equipment by the School Board to perform any of the duties required by the contract nor shall the School Board pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the Awarded Respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto (See Attachment "H"). Any contract awarded as a result of this RFP shall begin on or about April 1, 2009 and continue until the satisfactory completion of the projects to which this contract relates.. The renewal option shall be exercised only if all original contract terms, conditions, and prices remain the same.

The independent firm shall not be exclusively bound to the School Board and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the School Board.

3.42 Proposal Acceptance/Rejection

The School Board reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing firms, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the School Board.

3.43 Funding Out/Termination/Cancellation

A. Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

- B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all Respondents:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the Awarded Respondent.

Such written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- c. "This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- d. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

3.44 Posting of RFP Conditions/Specifications

This RFP will be posted for review by interested parties on the School Board's Purchasing Department's web site and will remain posted up to and including the Due Date of this RFP. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.

3.45 Posting of RFP Recommendation

The recommendation for award will be posted for review by interested parties on the School Board's Purchasing Department's web site and will remain posted for a period of 72 hours. Any person who may be adversely affected by an intended decision with respect to the award of any bid may protest such a decision by following the bid protest procedure of the School District of Osceola County. Failure to follow the requirements of the bid protest procedures and Section 120.57(3), Florida Statutes, shall constitute a waiver of all protest rights.

3.46 Examination of Documents

Document files may be examined, during normal working hours, ten (10) days after proposals have been opened.

3.47 Tobacco Free

The School District is a Tobacco free District. Tobacco and tobacco products are prohibited on any of the District properties.

3.48 School Security

Awarded Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and other wise comply with applicable law, the firm (Awarded Respondent) agrees to the following provisions and agrees that the failure of the Awarded Respondent to comply with any of these provisions may result in the termination of this contract by the District:

- A. Unauthorized Aliens. The District considers the employment of unauthorized aliens by the Awarded Respondent, or any of Awarded Respondent's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The Awarded Respondent shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the Awarded Respondent shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
- B. Possession of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent Awarded Respondent of the awarded vendor, or any of its sub-Awarded Respondents, is found to have brought a firearm(s) on to the District's property, said employee/independent Awarded Respondent shall be immediately removed and terminated from the project by the awarded vendor. If sub-Awarded Respondent fails to terminate said employee/independent Awarded Respondent, the awarded vendor shall terminate its agreement with the sub-Awarded Respondent. If the awarded vendor fails to terminate said employee/independent Awarded Respondent or fails to terminate the agreement with sub-Awarded Respondent who fails to terminate said employee/independent Awarded Respondent, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.
- C. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-Awarded Respondents, of any employee, or independent Awarded Respondent, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
- D. Possession/Use/Under the Influence of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent Awarded Respondent or its sub-Awarded Respondents' employees/independent Awarded Respondents, will not be tolerated on the District's property. If any employee/independent Awarded Respondent is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent Awarded Respondent shall be removed and terminated from the project by the awarded vendor. If a sub-Awarded Respondent fails to terminate said employee/independent Awarded Respondent, the agreement with the sub-Awarded Respondent for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent Awarded Respondent or fails to terminate the agreement with the sub-Awarded Respondent who fails to terminate said employee/independent Awarded Respondent, the District may terminate this Agreement.
- E. Compliance with the Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute. The required level 2 screening includes

fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

3.49 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 and on the District's website at www.osceola.k12.fl.us/depts/Purchasing. Firms or Respondents 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/Respondent be authorized to use the District's Tax Exemption Number in securing such materials.

3.50 Liquidated Damages

In case of failure on the part of the successful firm to complete the work within the time(s) specified in the Contract, or within such additional time(s) as may be granted by formal action of the School District of Osceola County or fails to prosecute the work, or any separable part thereof, with such diligence as will ensure its completion within the time(s) specified by the Owners representative, and which the School District of Osceola County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, any liquidated damages may be negotiated as a part of the final contract.

3.51 Advertising

The Awarded Respondent shall not publicly disseminate any information concerning the Contract without prior written approval from the District, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the District, Individual Departments, District Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the District, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

3.52 Security and Confidentiality

The Awarded Respondent shall comply fully with all security procedures of the District in performance of the Contract. The Awarded Respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the District. The Awarded Respondent shall not be required to keep confidential information or material that is publicly available through no fault of the Awarded Respondent, material that the Awarded Respondent developed independently without relying on the District's confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Awarded Respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

3.53 Suspension of Work

The School Board's Authorized Representative may in his/her sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of the School District to do so. The School Board's Authorized Representative shall provide the Awarded Respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Awarded Respondent shall comply with the notice and shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the Awarded Respondent, the School Board's Authorized Representative

shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

3.54 Packaging, Transportation and Delivery

Any tangible product delivered under this Contract shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers.

All prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point in Osceola County, as specified on each Purchase Order. Delivery shall be within thirty (30) calendar days after the receipt of the notice to proceed or purchase order. The Awarded Respondent must notify the School District within five (5) calendar days after receiving a purchase order, if there are any potential delivery delays. Evidence of inability to deliver or intentional delays shall be cause for Contract Termination and possible Awarded Respondent suspension for a period up to 12 months.

3.55 Installation

Where installation is required, the Awarded Respondent shall be responsible for placing and installing products in the required locations at no additional charge. All miscellaneous installation materials shall be included in the Total Turnkey price. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment and materials required to install or replace the product in the proper location. Awarded Respondent shall protect the site from damage and shall repair damages or injury caused during the installation by the Awarded Respondent or its employees or agents. If any alternation is required to the Building to achieve installation, the Awarded Respondent shall promptly restore the structure or site to its original condition. Awarded Respondent shall perform installation work so as to cause the least inconvenience and interference with the Customer and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order. Installation could be either new construction or retrofit of existing facilities.

3.56 Literature

Upon request, the Awarded Respondent shall furnish literature reasonably related to the equipment and services offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

3.57 Inspection and Acceptance

The Customer will accept each Deliverable when it meets the requirements of this Contract and the relevant project noted on the Purchase Order. Inspection may include validation of information or software through the use of automated tools and/or testing of the Deliverables, as specified in the projects proposal. The scope and nature of this testing should be negotiated prior to the Purchase Order and should be sufficiently comprehensive to ensure the completeness, quality and adequacy of all Deliverables.

3.58 Intellectual Property

The terms and conditions contained in this section shall apply to all Purchase Orders issued under this contract unless the Customer specifically details other terms on the Purchase Order. The Customer and the Awarded Respondent should take care to ensure that project specific changes to these terms are as explicit as possible. All inconsistencies will be resolved in the best interests of the School District.

3.59 Key Personnel

Awarded Respondent's Key Personnel (if any) shall be identified on the projects proposal/quote, and may include employees, agents, subcontractors, or other personnel of the Awarded Respondent. The Awarded Respondent agrees that in the event it becomes necessary for the Awarded Respondent to change Key Personnel while performing Services under the purchase order, substitution of Key Personnel shall take place only upon Customer's prior written consent. Failure to notify Customer prior to the change of Key Personnel, or a substantial change in Key Personnel as determined by the Customer, may be sufficient cause for Termination.

3.60 Warranty

Awarded Respondent warrants the equipment and services furnished under the Contract shall be free of defective material and workmanship, and shall otherwise perform in accordance with required performance criteria, for a period of five (5) years from the date of acceptance.

Equipment provided must include the Manufacturer's warranty, the Awarded Respondent shall fully warranty all items furnished hereunder against defect in material and workmanship for the Manufacturer's normal period of time from date of acceptance by the School Board. Should any defect in material or workmanship appear, excepting ordinary wear and tear, during the warranty period, the Awarded Respondent shall repair or replace same at no cost to the School Board immediately upon written notice from the School Board. All warranty paperwork shall be included with Deliverables prior to acceptance by the School Board.

If system equipment cannot be repaired within a forty-eight (48) hour period after notification, loaner equipment shall be provided until repairs are made. Unit being repaired must be returned to the classroom from which it came for inventory control purposes. Any cost associated with the use of loaner equipment shall be the Awarded Respondent's expense.

Respondents shall provide location and phone number of the nearest manufacturer's service center.

3.61 Warranty of Authority / Service Agreement

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

3.62 Service Agreement (options on the Price Sheet)

The School District of Osceola County may be interested in purchasing an Extended Service Agreement or Warranty which will include all parts and labor. List the Cost of the Service Agreement Cost per Year on the Price Sheet (if available).

3.63 Performance Bonds

The awarded vendor shall furnish a 100% Performance Bond as required in the final contract between School Board and the Awarded Respondent.

3.64 WAGE PRICE REDETERMINATION

A. The Awarded Respondent may petition the Director of Purchasing and Warehouse, or the designee, for price redetermination within sixty (60) days of the expiration of each term or on the anniversary date of the contract, whichever is specified elsewhere in this RFP. Any price redetermination will be solely based upon changes as documented by the Employment Cost Index (ECI) as published by the Bureau of Labor Statistics. The base index number will be the base for the fourth quarter of 2009 as published in January, 2010. The initial redetermination index number will be the index for the fourth quarter of 2009 as published in April 2009. Refer to Employment Cost Index, Table 5, for total compensation private industry workers, by industry and occupational group @ www.bls.gov/news.release/eci.t05.htm. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. The base

figure for service for March 2008 is 106.1. The difference will be the maximum percentage increase allowed. This percentage will be applied to both the rate paid to the Awarded Respondent's employee and the billed rate. [Example: March 2007 Index = 103.1, March 2008 Index =106.1: therefore the maximum increase =106.1 – 103.1 = 3%].

- B. For all periods after the first year the March indexes will be used.
- C. If the federal government increases the minimum wage during the term of the contract and any renewal, the Awarded Respondent may petition the Director of Purchasing and Warehouse for price redetermination for those job categories where the pay to the Awarded Respondent's employee is the current minimum wage. The School Board will grant an increase of exactly the amount of the minimum wage increase [not the percentage increase]. The Awarded Respondent must increase the pay to the employee by the amount the Awarded Respondent wants increased. The amount paid to the Awarded Respondent will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Awarded Respondent must supply written documentation of any other increase that is beyond the scope and control of the Awarded Respondent. All written documentation must satisfy the reasonable expectations of the School Board.

[Example: minimum wage increases from \$5.75 to \$6.00 per hour. The Awarded Respondent's Bid amount for category X to the employee is \$5.75, and the billed rate is \$6.60. The Awarded Respondent may petition for an increase of \$0.25 per hour to be paid to the employee and a billed rate of \$6.85 + written and documented cost increases for FICA, Medicare and Workers' Compensation.]

- D. If the School Board and the Awarded Respondent cannot agree on the price redetermination, then the contract will expire without prejudice. The School Board reserves the right to award any classification(s) from an expired contract to the next ranked Awarded Respondent that is still under contract.
- E. If the Awarded Respondent bills the School District at a higher price according to any price redetermination granted by the School Board, and the Awarded Respondent fails to increase the hourly rate paid to the employee for the same period, the Awarded Respondent will be considered in contract default and the contract will be immediately terminated.

3.65 PRICE REDETERMINATION - FUEL

The Awarded Respondent may petition the Director of Purchasing and Warehouse for price redetermination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of April 2008. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price redetermination will include all items awarded. If the School Board and the Awarded Respondent cannot agree on any price redetermination, then the contract will expire. Awarded Respondents shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- PPI in the month the solicitation closed was \$281.40 \$300.00
- Current PPI is \$300.00 -\$281.40
- \$18.60
- \$18.60 divided by \$281.40 = .066%
- The unit cost of the product/service is \$100.00
- 14% of \$100.00 = \$14.00
- \$14.00 x .066% = \$.92
- New unit price for the product/service is \$100.92

If the School Board grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the Board may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the School Board and the Awarded Respondent cannot agree on any price redetermination, then the contract will expire without prejudice 30 (thirty) days after the impasse is reached.

3.66 PRICE REDETERMINATION

The Awarded Respondent may petition the Director of Purchasing and Warehouse for price redetermination within 60 (sixty) days of the expiration of each term of the contract or on the anniversary date of the contract, whichever is specified elsewhere in this RFP. The School Board may also petition the Awarded Respondent under the same guidelines. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Aluminum sheet and strip – PCU331315331315A" as published by the Bureau of Labor Statistics which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of March 2008. The initial redetermination index number will be the index for March 2009 as published in May 2009. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. For all periods after the first year, subsequent March indexes will be used. Any price redetermination will include all items awarded.

Awarded Respondents shall provide documentation to illustrate what percentage of the price for the product/service is related to the commodity, as the increase shall be calculated based upon the percentage of the cost associated to the cost of the commodity (see example below). Failure to provide the detailed cost analysis with each request for a price redetermination due to commodity price escalation shall preclude any price redetermination requests relating to commodity costs.

Example:

- Eighty-six (86%) percent of the cost to provide product/service is attributed to the cost of the commodity.
- PPI in the month the solicitation closed was \$193.90 \$300.00
- Current PPI is \$300.00 -\$193.90
- \$106.10
- \$106.10 divided by \$193.90 = .547%
- The unit cost of the product/service is \$100.00
- 86% of \$100.00 = \$86.00
- \$86.00 x .547% = \$47.04
- New unit price for the product/service is \$147.04

If the School Board grants an increase in the contract price based upon increases in the PPI Index, then the Board may also adjust the contract price downward if the PPI Index decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the School Board and the Awarded Respondent cannot agree on any price redetermination, then the contract will expire without prejudice 30 (thirty) days after the impasse is reached.

3.67 Litigation

Bidders shall submit details of all litigation, arbitration or other claims, whether pending or resolved in the last five years, with the exception of immaterial claims which are defined herein as claims with a possible value of less than \$25,000.00 or which have been resolved for less than \$25,000.00. Notwithstanding the foregoing, all litigation, arbitration or other claims, of any amount, asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each cease the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the Bidder.

3.68 Resolution of Bid Protests

The School Board Rule 7.70.V shall be followed as outlined below for the resolution of any bid protests:

- A. The School Board shall follow the procedure specified in Florida Statutes, Section 120.57(3) and as the same may be amended from time to time for the resolution of bid protests.
- B. The Purchasing Department shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting.

The notice shall contain the following statement:

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- C. Any person who is adversely affected by the intended award of a solicitation or contract by the School Board or the recommendation of the Director of Purchasing or other responsible employee of the School Board shall file with the Director of Purchasing as agent for the School Board a notice of protest in writing within 72 hours after the electronic posting of the award or intended decision, and shall file a formal written protest within ten (10) days after the date he or she has filed the notice of protest. With respect to a protest of the specifications contained in a solicitation, the notice of protest shall be filed in writing within 72 hours after the electronic posting of the solicitation, and the formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. All formal written protests must be filed with a bond payable to the School District equal to 1% of the estimated contract amount (Florida Statute 287.042(2)(c)). Failure to file a notice of protest or failure to file a formal written protest and bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The School Board may, in its discretion, waive any procedural irregularity or defect in procedures so long as any opposing party is not materially prejudiced by such waiver. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. The notice of protest and formal written protest shall be filed in the

Purchasing Department between the hours of 8:00 a.m. and 4:30 p.m. upon any day the office is open for business.

The provisions specified herein constitute the exclusive remedy for any adversely affected party with respect to a bid protest. The formal written protest shall state with particularity the facts and law upon which the protest is based.

- D. Upon receipt of the formal written protest which has been timely filed, the Purchasing Director shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final agency action, unless the School Board, by duly enacted resolution sets forth in writing the particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

The School Board finds that a substantial interest in the public welfare is the timely award of contracts when required as a condition of receiving grants or funds from outside sources which will be in addition to the regular school budget.

- E. The Purchasing Director shall schedule a meeting to provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays, after receipt of a formal written protest and bond.
- F. If the Purchasing Director cannot resolve the protest by mutual agreement within the seven (7) day period referred to in Paragraph E., the School Board shall conduct an informal administrative hearing, under Section 120.57(2), Florida Statutes, acting as the agency head, where there are no disputed issues of material fact. The informal hearing shall be held with notice of no less than 72 hours, excluding Saturdays, Sundays, and legal holidays within thirty (30) days of receipt of the formal written protest and bond, unless the parties, with the consent of the School Board, agree to extend the time for the hearing. The School Board shall have the right to schedule the hearing subject to these provisions.

3.69 Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

Best Value Procurement: The purpose of Best Value Procurement is to allow factors other than price to be considered in the determination of award for specific goods or services based on pre-determined criteria identified by the District.

Contract: The document resulting from this solicitation between the School Board and the Awarded Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contract Administrator: The Executive Director of Contract Services, shall be the Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the School Board or the Superintendent.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Warehouse for the School Board.

Exceptions to RFP: An exception is defined as the Awarded Respondent's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

Firm: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

Latent Defect: An unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.

Lobbying: is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after the advertisement and prior to the award of a contract.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Pricing: The process of establishing a reasonable amount to be paid for commodities and/or services.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the School Board for the provision of the services set forth herein.

Respondent's Project Manager: The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

School Board: The term "School Board" refers to the School Board of Osceola County, Florida, or, in context, its duly designated representative.

School Board's Project Manager(s): The Project Manager(s) shall be the Assistant Superintendent for Maintenance/Facilities, or an assigned designee, and shall have responsibility for the day to day administration of the resulting contract for the School Board and will be designated prior to award of contract.

Successful Firm/Awarded Respondent: That person or entity that is awarded a contract with the School Board for the provision of the services set forth herein.

4.0 **SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Respondent will be ranked based on an analysis of the criteria herein addressed.

4.01 **Scoring:** An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Respondent's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section.

4.02 All proposals shall include at minimum:

Tab 1 – Respondent's Profile and Submittal Letter – (Non-Scored)

RFP Submittal Letter signed by authorized agent of the business/corporation with proof of authorization from business

1. A brief profile of the firm, including:
 - A. A brief history of the business
 - B. Organizational structure of business
 - C. Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.)
 - D. Ownership interests
 - E. Active business venues (counties, states, etc.)
 - F. Present status and projected direction of business
 - G. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida
 - H. Those firms located within the Osceola County must include a copy of their County Business Tax Receipt (formerly known as an occupational license). If a respondent is located within Osceola County, failure to have or obtain an Osceola County Business Tax Receipt prior to the RFP closing date and time shall automatically render a respondent non-responsive. **Note: Charitable organizations that qualify under Florida Statute No. 205.192 are exempt from this requirement.**
 - I. Federal Identification Number of firm
 - J. Details of all litigation, arbitration or other claims

Tab 2 - Completed Respondents Information Form (page 1 of this RFP) (Non-Scored)

Tab 3 – References – (Weighted Value 5)

List at least three (3) recent and relevant references where the proposed equipment and services have been used within the past year. The degree of relevant experience of the Respondent with Florida Schools and/or educational institutions will be a primary factor.

Tab 4 - Ability, Capacity, and Skill of the Firm – (Weighted Value 10)

The ability, capacity, and skill of the Firm to be able to provide the system equipment and services here in addressed. Firm must prove the functionality of the equipment they are bidding, and anticipated workload of other projects during this Contract period.

Tab 5 – Experience of Personnel – (Weighted Value 5)

The overall qualifications and resumes of the key personnel providing the equipment and services requested, including education and training, and experience as herein addressed.

Tab 6 – Approach and Methodology – (Weighted Value 10)

The Firm's approach and methodology of how the system equipment and services, herein addressed, will be provided, installed, testing of installed equipment, training of district staff, warranty and maintenance, and support services.

Tab 7 – Other Services – (Weighted Value 5)

Equipment and Services relevant to this contract that are in addition to the system equipment and services as outlined in the Scope of Services can be submitted in this section. Include any/all exceptions taken to the content of the solicitation, the attached contract (Attachment "H") or legal agreement (s) or document(s) related to the solicitation.

Tab 8 – Financial Statement – (Non-Scored)

All respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

Tab 8 – Conflict of Interest Form (Attachment "C") (Non-Scored)

All respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement.

Tab 9 – Addenda (Non-Scored)

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 10 – Confidential Materials (Attachment "E", Exhibit "A") (Non-Scored)

All materials that qualify as "trade secrets" shall be segregated, clearly labeled and accompanied by an executed Non-disclosure Agreement for Confidential Materials shall be submitted in this section.

Tab 11– Additional Requirements Attachments (Non-Scored)

Drug Free Workplace Certification, Attachment "A"

Debarment Certification, Attachment "B"

Hold Harmless Certification, Attachment "F"

Tab 12 – Exceptions to Contract

Tab 13 - Fee Schedule (Required but not scored at this time)

The Respondent shall provide fee schedule for High Range Infrared Classroom Amplification Systems (**a 50 watt system and a 30 watt system**) per school, itemized by classroom. Systems shall be a complete system for the classroom; this system shall include a minimum of four (4) ceiling mounted speakers. Fee Schedule shall include all shipping, delivery charges, installation charges, training and/or any other charges/fees associated to a complete, turn-key, fully operational amplification system

The fee schedule shall only appear in the hard copy marked "original" and shall be in a separate, sealed envelope and a **COMPLETE electronic copy of the Price Sheet on a CD**.

It is the responsibility of the Respondent to download the Microsoft Excel Electronic Price Sheet from the website in which they downloaded the RFP packet. The Respondent is to submit with their proposal a signed copy of the Bid Price Sheet, and a Electronic Price Sheet shall be submitted on CD.

5.0 ORAL PRESENTATION EVALUATION CRITERIA

Each respondent will be ranked based on an analysis of the criteria required below. The adjectival scoring system shall be applied for the evaluation of the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 4 is the most favorable in all sections.

The Respondent's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsive to the question.
- 1 = Below Minimum Standards: Responsive to the question but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsive to the question.
- 3 = Satisfactory: Above minimum performance, Effective and Responsive to the question.
- 4 = Exceeds Expectations for effectiveness and responsiveness to the question.

All presentations shall include at minimum:

1. Demonstration of System Equipment – (Weighted Value 10)*

The respondent's ability to comply with the minimum specifications of system equipment, services and mandatory requirements of this Request for Proposal.

2. Ability, Capacity, Experience and Skill of the Respondent – (Weighted Value 5)

The ability, capacity, experience and skill of the Firm to be able to provide the system equipment and services here in addressed working with Florida Schools and other educational institutions.

3. Approach, Methodology and Project Scheduling – (Weighted Value 10)

The Firm's approach and methodology of how the system equipment and services herein addressed will be provided, and meeting and complying with deadlines, and workload of current projects.

4. Fee Schedule – (Weighted Value 10)

The fee schedule proposed for the system as outlined in this Request for Proposal. List any relevant equipment or services that are in addition to the system as outlined in this solicitation and/or revisions in the attached contract (see Attachment "H").

- Respondents must demonstrate, as part of the evaluation process, the equipment they are offering in this solicitation. Respondents will be given ninety (90) minutes to setup audio equipment to be demonstrated, computer for power point presentation if needed, presentation, question and answer part of presentation, and tear-down of all equipment.

End of Section

Solicitation Date of Events

Date	Description
February 18, 2009	RFP Project Posted to SDOC Website: www.osceola.k12.fl.us/depts/Purchasing/Index.asp
March 3, 2009	Non Mandatory Pre-Proposal Meeting Location: School District of Osceola County Purchasing Dept. Conference Room 817 Bill Beck Blvd., Bldg 1000 Kissimmee, FL 34744 Time: 9:00 AM
March 6, 2009	Question Deadline - due before 1:00 PM Location: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744
March 10, 2009	Addenda released (if necessary) Addenda addressing questions received prior to the question deadline will be sent to Firms attending the Mandatory Pre-Proposal Meeting
March 18, 2009	Submittals Due before 2:00 PM {Closing Date} Deliver to: School District of Osceola County Purchasing Department 817 Bill Beck Blvd., Bldg. 2000 Kissimmee, FL 34744
March 25, 2009	Committee to Evaluate Written Submittals Selection Committee Short List Meeting Location: Purchasing Conference Room Time: TBA
March 26, 2009	Short Listed Firms Notified
April 1, 2009	Short Listed Firms Oral Presentations/Informal Interviews Oral Presentations before the Selection Committee Location: School District of Osceola County Purchasing Conference Room 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744 Time: 11:00 PM -5:00 PM

Solicitation Date of Events Continued

Date	Description
April 2, 2009	Award Recommendation Posted
April 21, 2009	School Board Meeting, Board Approval of Top-Ranked Firm
May 5, 2009	School Board Meeting, Board Approval of Final Contract
May 1, 2009	Deadline to deliver 100% Performance Bond, Certificate of Insurance with SDOC Additional Insured due to Purchasing Department Neil D. McDonald, Purchasing Supervisor 817 Bill Beck Blvd., Bldg 2000 Kissimmee, FL 34744

End of Section

_____, 2009

PROPOSAL FORM

TO: School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744-4495

The undersigned hereby declare that [firm name] _____
_____ have carefully examined the specifications to furnish:

Audio Amplification Systems for Classrooms

It is the responsibility of the Respondent to download the Microsoft Excel Electronic Bid Price Sheet from the website in which they downloaded the RFP packet. The Respondent is to submit with their proposal a signed copy of the Bid Price Sheet. The Electronic Bid Price Sheet shall be submitted on CD.

For which proposals were advertised to be received **no later than 2:00 p.m., local time, March 3, 2009** and further declare that [firm name] _____ will furnish the **Audio Amplification Systems for Classrooms** according to specifications.

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

Do you accept electronic funds transfer (ETF)? YES _____ NO _____

Do you offer a discount for electronic funds transfer (EFT)? YES _____% NO _____

The School District of Osceola County, Florida, reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the School Board.

I hereby certify that I have read and understand the requirements of this Request for Proposals No. **SDOC 09-P-065 NM** and, that I as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company _____

Per _____ (Print name)

Signature _____

Address _____

City _____ State _____ ZIP _____

Telephone _____ Fax _____

E-Mail Address: _____

Dunn & Bradstreet # _____ Fed. I.D. # _____

END OF FORM

Attachment "A"

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 proposals 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 proposal 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 proposals 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 contract 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 contract, 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

Attachment "B"

**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.

(BID NUMBER and the Solicitation Title)

Organization Name

RFP Name & 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.

Attachment "C"
Conflict of Interest

I HEREBY CERTIFY that

1. I (*printed name*) _____ am
the (*title*) _____ and the duly authorized representative
of the firm of (*Firm Name*) _____
whose address is _____, and
that I possess the legal authority to make this affidavit on behalf of myself and the firm
for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,

3. The business nor any authorized representative or significant stakeholder of the
business has been determined by judicial or administrative board action to be in
noncompliance with or in violation of any provision/contract of the School Board of
Osceola County, nor has any outstanding past due debt to the School Board of Osceola
County, Florida; and

4. This Submittal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a response for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is personally known to me or who has
produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____

(Seal)

Attachment "D"
Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

R



Attachment "E"
NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS

Reference # _____

RETURN THIS FORM *ONLY* IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES. *THE CONFIDENTIAL MATERIALS WILL ONLY BE HANDED OUT TO THE SELECTION COMMITTEE ON THE DAY OF THE EVALUATION, THEREFORE, THE EVALUATION OF THIS MATERIAL WILL BE LIMITED TO THAT TIME ONLY.*

Awarded Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the School District of Osceola County, a political subdivision of the State of Florida (the "District"), and the above named Awarded Respondent (hereinafter the "Awarded Respondent"). The School District of Osceola County and the Awarded Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Awarded Respondent possesses certain confidential trade secret materials that it wishes to disclose to the School District of Osceola County for the purpose of responding to a request for proposal or otherwise conducting business with the School District; and

WHEREAS, the School District desires to review such materials in order to evaluate the District's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Awarded Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the School District and the Awarded Respondent agree as follows:

1. Confidential Materials. The Awarded Respondent warrants and represents to the School District that the materials described in the attached Exhibit A (the “Confidential Materials”) constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the School District for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the School District agrees not to disclose such Confidential Materials to third parties.

2. Additional Materials. During the course of the negotiations or the business relationship with the School District, the Awarded Respondent may disclose additional confidential or trade secret information to the District in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped “confidential” or “trade secret” prior to delivery to the School District, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the School District acknowledging receipt of such materials.

3. Exclusions. For purposes of this Agreement, the term “Confidential Materials” does not include the following:

- (a) Information already known or independently developed by the School District;
- (b) Information in the public domain through no wrongful act of the School District;
- (c) Information received by the School District from a third party who was legally free to disclose it;
- (d) Information disclosed by the Awarded Respondent to a third party without restriction on disclosure;
- (e) Information disclosed by requirement of law or judicial order, including without

limitation Chapter 119 Florida Statutes; or

- (f) Information that is disclosed with the prior written consent of the Awarded Respondent, but only to the extent permitted by such consent.

4. Non Disclosure by Awarded Respondent. In the event that the School District discloses confidential or trade secret information to Awarded Respondent, the Awarded Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the School District's prior written consent. Further, upon conclusion of discussions or business transactions between the School District and the Awarded Respondent, or at any time upon request of the School District, Awarded Respondent agrees to return such information (including any copies) to the School District.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Awarded Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the School District's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Awarded Respondent to be confidential or a trade secret, the School District may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(e) Florida Statutes. Awarded Respondent further understands that the School District may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Awarded Respondent. In the event of any litigation instituted by a third party to compel the School District to disclose such materials, Awarded Respondent shall, at its sole cost and expense, provide assistance to the School District in defending the denial of the records request, and shall hold the School District harmless from any claim for statutory costs and attorneys fees arising from the School District's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the School District beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the School District be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the School District, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Awarded Respondent designates the address set forth above as its place for receiving notice, and the School District designates the following address for such notice:

The School District of Osceola County, Florida
Director of Purchasing and Warehouse
817 Bill Beck Blvd., Building 2000
Kissimmee, Florida 34744

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida,

and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Osceola County, Florida, or the Federal District Court for the Middle District of Florida, Orlando Division.

12. Awarded Respondent and the School District hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation limited solely to the parties of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

School District of Osceola County, Florida

Awarded Respondent

BY: _____

BY: _____

NAME: Michael A. Grego

NAME: _____

TITLE: Superintendent

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit "A"

DESCRIPTION OF CONFIDENTIAL MATERIALS

Attachment "F"
HOLD HARMLESS AGREEMENT

**Return this page ONLY if claiming exemption from the
Worker's Compensation Insurance Requirement**

I am the owner of _____, an incorporated/unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that the above named business employs less than four employees, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees.

On behalf of the business, and its employees, I hereby agree to indemnify, keep and hold harmless the School Board of Osceola County, Florida (the "School Board"), its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of our contract with School Board, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of School Board or their employees, or of their subcontractors or their employees. The named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the School Board in any action indemnified hereby, the named business shall, at its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the SCHOOL BOARD under Section 768.28, Florida Statutes.

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me
or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____
Type or print name: _____
Commission No.: _____
Commission Expires _____

(Seal)

Attachment "G"
STATEMENT OF NO BID

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

Attn: Neil D. McDonald

Bid # SDOC 09-P-065 NM

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 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 _____

CONTRACT FOR SALES AND INSTALLATION

THIS CONTRACT FOR SALES AND INSTALLATION (the "Contract") is dated the _____ day of _____, 2009 by and between The School Board of Osceola County, Florida located at 817 Bill Beck Boulevard, Kissimmee, Florida 34744 (the "School Board") and _____, a _____ Corporation, located at _____ (the "Vendor").

WHEREAS, School Board desires to purchase Systems (defined below) from Vendor and to have Vendor fully install the Systems in classrooms at the following school under construction: _____; and Vendor is willing to undertake such engagement on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties to this Agreement and the mutual benefit that inures to both the parties and to the public, the parties wish to amend that Contract as follows:

1. **Recitals.** The recitals in the WHEREAS clause above are incorporated by reference and made a part of this Contract.

2. **Contract.** This Contract shall include Exhibits A, B and C. In the event of conflict or ambiguity, the terms of this Contract shall control over the provisions of any Purchase Order issued to Vendor hereunder and any attached quotation.

Installation shall be commenced in accordance with a direction to proceed from the School District Representative

3. Definitions.

(a) "Product" means any deliverable under the Contract, which may include commodities or services.

(b) "Purchase order" means the form or format School Board uses to make a purchase under the Contract.

(c) "Systems" shall mean the systems and devices described in Exhibit "C" to this contract.

(d) "School District" shall mean the School District of Osceola County, Florida.

(e) "School District Representative" shall mean the School District employee designated by the Superintendent or his designee to be the School District Representative for this Contract and the work hereunder.

(f) "Project" shall mean the construction project to which this contract relates.

(g) "Contract Price" or "Total Price" shall have the same meaning and shall mean the total, all inclusive price for the Systems to be installed at _____ School which is the amount of \$_____.

(h) "Acceptance" shall mean the written notification from the School District Representative to Vendor that the Systems have been fully installed and tested to the satisfaction of the School District or its consultants.

(i) "Warranty Period" shall mean the period that begins with Acceptance and ends five years later.

4. **Purchase Orders.** Vendor shall not deliver or furnish products until School Board issues or transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by School Board directly with the Vendor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms, purchase order terms and the terms stated on the

Vendor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the School Board.

(a) **Best Pricing Offer.** Before Acceptance, if the School Board becomes aware of better pricing offered by the Vendor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the School Board the price under the Contract shall be immediately reduced to the lower price.

5. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the School Board's prior approval, the Vendor may provide any product that meets or exceeds the applicable specifications. The Vendor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The School Board shall determine in its sole discretion whether a product is acceptable as an equivalent.

6. Inspection at Vendor's Site. The School Board reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Vendor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

7. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State or School Board inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

8. Americans with Disabilities Act. Vendors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

9. Literature. Upon request, the Vendor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

10. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the School Board places an Order. A Vendor, within five (5) days after receiving a purchase order, shall notify the School Board of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Vendor suspension.

11. Installation. Vendor shall be responsible for placing and installing the product in the required locations at no additional charge. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Vendor shall protect the site from damage and shall repair damages or injury caused during installation by Vendor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Vendor shall promptly restore the structure or site to its original condition. Vendor shall perform installation work so as to cause the least inconvenience and interference with the School District, the Construction Manager and with proper consideration of others on

site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order. Vendor shall comply with the requirements of **Exhibit B** hereto. If required by the School District Representative, Vendor shall submit any required shop drawings or other submittals to the Architect/Engineer on the Project for review and approval. Such submittals shall be made at and in such time so as to avoid delay in construction.

12. Risk of Loss. Until acceptance, risk of loss or damage shall remain with the Vendor. The Vendor shall be responsible for filing, processing, and collecting all damage claims. When School Board rejects a product, Vendor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Vendor. Rejected product not removed by the Vendor within ten days shall be deemed abandoned by the Vendor, and the School Board shall have the right to dispose of it as its own property. Vendor shall reimburse the School Board for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

13. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number, and the appropriate vendor identification number and shall not be submitted until after Acceptance. School Board may require any other information from the Vendor that the School Board deems necessary to verify any purchase order placed under the Contract. Payment shall be in accordance with the Local Government Prompt Payment Act found in chapter 218 of the Florida Statutes.

14. Governmental Restrictions. If the Vendor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Vendor shall immediately notify the School Board in writing, indicating the specific restriction. The School Board reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the School Board.

15. Lobbying and Integrity. The Vendor shall not, in connection with this or any other agreement with the School Board directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any School Board or School District officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any School Board or School District officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Superintendent, or the Superintendent's designee, School Board Auditor or other official authorized by the School Board, the Vendor shall provide any type of information the Superintendent, designee, or auditor deems relevant to the Vendor's integrity or responsibility. Such information may include, but shall not be limited to, the Vendor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract.

The Vendor shall retain such records for the longer of (1) four years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Vendor agrees to reimburse the School Board for the reasonable costs of investigation incurred by the Superintendent or other authorized School Board official for investigations of the Vendor's compliance with the terms of this or any other agreement between the Vendor and the School Board which results in the suspension or debarment of the Vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Vendor shall not be responsible for any costs of investigations that do not result in the Vendor's suspension or debarment.

16. Indemnification. The Vendor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the School Board and School District, officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Vendor, its agents, employees, partners, or subcontractors, provided, however, that the Vendor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the School Board or School District. Further, the Vendor shall fully indemnify, defend, and hold harmless the School Boards and School District from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to School Board's misuse or modification of Vendor's products or School Board's operation or use of Vendor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Vendor's opinion is likely to become the subject of such a suit, the Vendor may at its sole expense procure for the School Board the right to continue using the product or to modify it to become non-infringing. If the Vendor is not reasonably able to modify or otherwise secure the School Board the right to continue using the product, the Vendor shall remove the product and refund the School Board the amounts paid in excess of a reasonable rental for past use. The School Board shall not be liable for any royalties.

17. Suspension of Work. The School Board may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interests of the School Board to do so. The School Board shall provide the Vendor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Vendor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Vendor, the School Board shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor to any additional compensation.

18. Termination for Convenience. The School Board, by written notice to the Vendor, may terminate the Contract in whole or in part when the School Board determines in its sole discretion that it is in the School Board's interest to do so. The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Vendor shall not be entitled to recover any cancellation charges or lost profits.

19. Termination for Cause. The School Board may terminate the Contract if the Vendor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. The Vendor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Vendor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Vendor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Vendor and the subcontractor, and without the fault or negligence of either, the Vendor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Vendor to meet the required delivery schedule. If, after termination, it is determined that the Vendor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the School

Board. The rights and remedies of the School Board in this clause are in addition to any other rights and remedies provided by law or under the Contract.

20. Force Majeure, Notice of Delay, and No Damages for Delay. The Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Vendor. In case of any delay the Vendor believes is excusable, the Vendor shall notify the School Board in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Vendor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the School Board. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the School Board for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Vendor shall perform at no increased cost, unless the School Board determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to School Boards, in which case the School Board may (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to School Boards with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

21. Scope Changes. The School Board may unilaterally require, by written order, changes altering, adding to, or deducting from the Vendor specifications, provided that such changes are within the general scope of the Contract. The School Board may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the School Board may solicit separate bids to satisfy them.

22. Renewal. Upon mutual agreement, the School Board and the Vendor may renew the Contract, in whole or in part.

23. Advertising. Subject to Chapter 119, Florida Statutes, the Vendor shall not publicly disseminate any information concerning the Contract without prior written approval from the School Board, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the School Board as a reference, or otherwise linking the Vendor's name and either a description of the Contract or the name of the School Board in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

24. Assignment. The Vendor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the School Board; provided, the Vendor assigns to the School Board any and all claims it has with respect to the Contract under the antitrust laws of the United States and the State. In the event of any assignment, the Vendor remains secondarily liable for performance of the contract, unless the School Board expressly waives such secondary liability.

The School Board may assign the Contract with prior written notice to Vendor of its intent to do so.

25. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Superintendent or Superintendent's designee, who shall reduce the decision to writing and serve a copy on the Vendor. The decision shall be final and conclusive unless within ten (10) days from the date of receipt, the Vendor files with the School Board a petition for mediation, which shall be conducted by a Florida certified civil mediator within 45 days after the receipt of the petition.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Osceola County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

26. Security and Confidentiality. The Vendor shall comply fully with all security procedures of the State and School Board in performance of the Contract. The Vendor shall not divulge to third parties any confidential information obtained by the Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or School Board. The Vendor shall not be required to keep confidential information or material that is publicly available through no fault of the Vendor, material that the Vendor developed independently without relying on the State's or School Board's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Vendor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

27. Vendor Employees, Subcontractors, and Other Agents. Vendor represents and warrants that Vendor's employees, subcontractors and other agents are not employees of the School District and that they are properly licensed under the laws of the State of Florida to perform all actions required from Vendor under this Contract.

28. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

29. Warranty of Ability to Perform. The Vendor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy its Contract obligations. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Vendor shall immediately notify the School Board in writing if its ability to perform is compromised in any manner during the term of the Contract.

30. Notices. Unless otherwise provided, all notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, by (i) personal delivery, or (ii) overnight courier, or (c) telecopy or facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). All notices shall be given to the addresses set forth below. Notices delivered personally, by overnight courier or delivered by facsimile, or telecopy shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

If to School Board: Attention: Eric Shawn Houston
Assistant Superintendent
Maintenance and Facilities
School District of Osceola County, Florida
809 Bill Beck Boulevard
Kissimmee, FL 34744
Telecopy: (407) 343-8603

If to Vendor: Attention: _____

Telecopy:

31. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the School Board and the Vendor. The Contract may only be modified or amended upon mutual written agreement of the School Board and the Vendor. No oral agreements or representations shall be valid or binding upon the School Board or the Vendor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the School Board. The Vendor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Vendor's order or fiscal forms or other documents forwarded by the Vendor for payment. The School Board's acceptance of product or processing of documentation on forms furnished by the Vendor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

32. Waiver. The delay or failure by the School Board to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the School Board's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

33. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

34. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

35. No Changes or Additions to the Work. The Contract and Vendor contain the entire Agreement of the parties and supersedes all prior understandings or agreements. There shall be no changes, modifications, additions, or deletions to the scope of the work or services required under the Contract unless the parties expressly agree, in writing, to such changes or alterations. The School Board may be bound to a change or alteration only if it enters into a written change order or amendment to the Contract which is executed by a majority of quorum present in a public School Board meeting or by express delegation to the Superintendent (or his designee) for such change or by a formally adopted School Board policy. No changes or alterations in the work directed by any employee or agent of the School District shall be effective or binding upon the School Board unless it is expressly ratified by a majority of quorum present of the School Board in a subsequent School Board meeting.

36. Conduct While on School Property. The Vendor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with School Board policies and within the discretion of the premises administrator (or designee). It is a breach of the

Contract for any agent or employee of the Vendor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to safety, health, and well being of any student or employee of the School Board. The Vendor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

37. No Taxes. The School Board is not obligated and does not agree to pay any federal, state, or local tax by virtue of the Contract.

38. Multiyear Contracts Non-Appropriation of Funds. The School Board's performance and obligation to pay is contingent upon an annual appropriation by the School Board. The School Board is a political subdivision of Florida and may cancel the Contract and this Vendor in the event of non-appropriation of funds, within its governmental discretion. In the event the School Board declares there is a non-appropriation of funds for the purpose of funding payments under the Contract, then the School Board shall cooperate by paying for services rendered by Vendor which are reasonably acceptable to the School Board and which were performed prior to the date of non-appropriation. No other consequence will be suffered by the School Board.

39. Governing Law and Venue. The Contract and Vendor shall be governed by and construed under the laws of the state of Florida and the United States of America. Osceola County, Florida shall be the proper place of venue for all suits brought under the Contract and Vendor. Any legal proceedings arising out of or in connection with the Contract and Vendor shall be brought in the state courts located in Osceola County, Florida.

40. A. Warranty. Vendor expressly warrants that (a) upon Acceptance, and for the Warranty Period, the System and all parts thereof will be free from material defects in material, workmanship, and design, (b) upon Acceptance, and during the Warranty Period, the System will operate without material errors and will conform to the written specifications delivered to Customer prior to or concurrently with this Agreement; provided, however, that this warranty shall not apply to the extent that the System has been subjected to accident or unapproved alteration, misuse or abuse, (c) Vendor will convey good and marketable title to the System, (d) upon Acceptance, the System shall be free and clear of all liens, claims, encumbrances and other restrictions, and (e) neither the System and all parts thereof shall infringe any patents, copyrights or trademarks of any third party in the United States. If during the Warranty Period, the System exhibits defects, errors or any other breach of any of the above warranties, then the School District shall provide Vendor with a notice by email, facsimile transmission, mail or delivery service and Vendor shall acknowledge School District's notice and the underlying warranty issue within one (1) business day. Vendor shall supply all required parts and labor, at no charge, in order to repair and return the Systems to full operational status. All such parts, labor and repair shall be completed within ten (10) business days after the given under the provisions of this paragraph.

B. No Waiver of Warranties and Legal Rights. Nothing in the Contract shall shorten any applicable statute of limitations. Further, nothing in the Contract shall constitute a limitation or waiver of any express or implied warranty nor a limitation or waiver of any legal right the School Board may have against the other parties on account of any defect of any product which is sold to the School Board. Without limitation, the School Board reserves the right to all implied warranties, including those warranties for merchantability and fitness for the intended uses and purposes for which the item was purchased on the service is provided. By entering into the Contract and this Vendor with the School Board, the Vendor acknowledges that he, she, or it has inspected the circumstances, equipment and other infrastructure of the School District and has become familiarized with all purposes for which the product will be used and the other party certifies that the product will be comparable with existing systems within the School District and that no further expenditure or acquisition of services or products will be necessary in order to render the product being sold fit for its intended uses and purposes within the School District. All warranties survive termination of the Contract and the expiration of the Term.

41. No Attorneys' Fee Provision or Arbitration. The School Board does not agree to arbitrate in any manner whatsoever any issue arising out of the Contract or this Vendor. The School Board does not agree to pay attorneys' fees to the prevailing party in connection with a dispute arising out of the Contract.

42. Public Records Law. The Contract is subject to and governed by the laws of the state of Florida which generally make public all records or other writings made or received by the parties. The parties agree to comply with the Public Records and Sunshine Laws.

43. Waiver. No consent or waiver, express or implied, by either party to the Contract to or of any breach or default by another in the performance of any obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default by such party hereunder. Except as otherwise provided herein, failure on the part of any party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

44. Captions. The captions used for the Sections in the Contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or the intent of the Contract or Vendor or any Article or Section thereof

45. Severability. In the event any of the foregoing provisions of the Contract are determined by a court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised herefrom, and the remainder of the Contract will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of a party hereunder, such party may elect, at its option, to terminate the Contract in its entirety.

46. Approvals. Whenever any review or approval is required by any party hereunder, such party agrees that such review or approval will be promptly and expeditiously prosecuted to conclusion.

47. Further Assurances. The parties hereto agree to execute any and all further instruments and documents, and take all such action as may be reasonably required by either party to effectuate the terms and provisions of the Contract and Vendor and the transactions contemplated herein.

48. No Partnership or Joint Venture. It is understood and agreed that nothing contained in the Contract shall be deemed or construed as creating a partnership or joint venture between the parties or any third party, or cause either party to be responsible in any way for the debts and obligations of the other party.

49. Background Check. The Vendor agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by the School Board in advance of the Vendor or its personnel providing any services under the conditions described in the previous sentence. The Vendor shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Vendor and its personnel. The parties agree that the failure of the Vendor to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this agreement. The Vendor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the

form of physical or mental injury, death or property damage resulting from Vendor's failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

50. Debarment. By signing this Agreement, Vendor certifies, to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

Vendor agrees to notify School Board within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 50(a) – (b) above, with respect to Vendor or its principals.

51. Performance Bond. The Vendor shall furnish a performance bond covering the faithful performance of the Agreement.

- (a) Within 3 calendar days after the execution of this Agreement by School Board and Vendor, Vendor shall provide School Board with a Performance Bond, in the form prescribed in **Exhibit A**, in the amount of 100% of the total price, or \$ _____, the costs of which bond shall be paid by Vendor. The Performance Bond must comply with the following provisions and must be otherwise acceptable to Owner:

1. The Bond must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance, authorizing it to write surety bonds in the State of Florida.
2. The surety company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
3. The surety company shall be in full compliance with the provisions of the Florida Insurance Code.
4. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time this Agreement is executed.
5. The Bond must be fully performable in Florida, with service and venue in Osceola County, Florida.

- (b) If the surety for any bond furnished by Vendor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, Vendor shall, within 5 calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and School Board's approval. The cost of any such replacement bond shall be paid by Vendor.

52. Insurance Coverages. Vendor, shall, through the performance of its services pursuant to this Agreement, maintain and provide evidence to the School Board of the following insurance coverages:

1. Commercial General Liability - The Vendor shall, during the Term of this Agreement, provide the School Board with evidence, including a Thirty (30) day written notice of cancellation, termination or non-renewal, of insurance prior to commencement of this Agreement. The coverage shall include broad form Commercial General Liability including premises & operations; products & completed operations; personal/advertising injury; fire damage (minimum \$50,000 (any one fire) and independent contractors; for limits of not less than \$1,000,000 per occurrence/\$2,000,000 aggregate per job, per policy year, relative to this project and will include the School Board as an Additional Insured. Further, the Vendor agrees to maintain like coverage for a minimum of Four (4) years following the completion of the Project.

2. Business Automobile - The Vendor shall, during the Term of this Agreement, provide the School Board with evidence, including a Thirty (30) day written notice of cancellation, termination or non-renewal, of insurance prior to the commencement of this Agreement. The coverage shall include the Business Automobile Liability form with coverage for symbol I (any auto) and with limits of not less than \$1,000,000 combined single limit or \$1,000,000 per person/\$1,000,000 per accident bodily injury and \$1,000,000 per accident property damage. Also, the policy will include the School Board as an Additional Insured.

3. Workers' Compensation/Employers Liability - The Vendor shall, during the Term of this Agreement, provide the School Board with evidence, including a Thirty (30) day written notice of cancellation, termination or non-renewal, of insurance prior to commencement of this Agreement. The coverage shall include Statutory Workers' Compensation Benefits and Employers Liability for limits of not less than \$1,000,000.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

**THE SCHOOL BOARD OF OSCEOLA
COUNTY, FLORIDA**

By: _____
John McKay, Chairman

Attest:
By: _____
Michael A. Grego, Ed. D, Superintendent

Date: _____

VENDOR:

By: _____

Print Name: _____

Title: _____

Duly Authorized

Date: _____

EXHIBIT A
FORM OF PERFORMANCE BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
as Principal, and _____, as Surety, located at _____
_____ (Business Address) are held and firmly
bound to _____, as Oblige
_____ (\$ _____) for the
payment whereof we bind ourselves, our heirs, executors, personal representatives, successors
and assigns, jointly and severally.

WHEREAS, Principal has entered into an **CONTRACT FOR SALES AND INSTALLATION** dated
as of the _____, with Oblige
as described in the Contract at the following schools and projects:

_____ which contract is incorporated by reference and made a part hereof, and is referred to as the
Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
and
2. Pays Oblige
including appellate proceedings, that Oblige
Principal under the Contract, including, but not limited to, all delay damages,
whether liquidated or actual, incurred by Oblige; and
3. Performs the guarantee of all Work and materials furnished under the Contract
for the time specified in the Contract,

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the Contract or the changes do not affect Surety's obligation under this Bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of
time, alterations or additions to the terms of the Contract or other Work to be performed
hereunder, or the specifications referred to therein shall in anyway affect its obligations under this
bond, and it does hereby waive notice of any such changes, extensions of time, alterations or
additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly
understood that the time provisions and statute of limitations under Section 255.05, Florida
Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Oblige for more than the penal sum of
this Performance Bond regardless of the number of suits that may be filed by Oblige.

IN WITNESS WHEREOF, the above parties have executed this instrument this ____ day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

By: _____
Name: _____
Its: _____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

ATTEST:

SURETY:

Witnesses as to Surety

(Printed Name)

(Business Address)

(Authorized Signature)

(Printed Name)

Witnesses

OR

As Attorney in Fact
(Attach Power of Attorney)

(Business Address)

(Printed Name)

(Telephone Number)

EXHIBIT B

INSTALLATION

The Vendor shall set in place and install various audio products pursuant to the manufacturers recommended installation instruction and according to any and all regulatory codes, with various degrees of scope, on an as needed basis.

The Vendor shall provide a qualified project manager(s), at no extra cost, to assure performance of the audio products. The Vendor shall make ready for use and test items.

Testing is to be accomplished in the presence of an authorized School District Representative. Upon completion of successful installation and testing of all items, the authorized School District Representative shall accept it.

The Vendor shall supervise and direct the Work, using its best skill and attention. Vendor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

The Vendor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the end of each day he shall remove all his waste materials and rubbish from and about the school or location as well as all his tools, construction equipment, machinery and surplus materials, unless otherwise directed by the School District Representative.

The Vendor shall be responsible of notifying the School District Representative in writing of any conditions detrimental to proper and timely completion of work. Vendor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Vendor.

The Vendor shall be responsible to the Owner for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Vendor.

The Vendor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, and other facilities and services necessary for the proper execution and completion of the project whether temporary or permanent and whether or not incorporated or to be incorporated in the project.

The Vendor warrants that all materials and equipment furnished under this Contract will be new and that all Work will be of good quality, free from faults and defects and in conformance with the project specifications. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

The Vendor shall be responsible for providing all necessary materials and accessories for a complete installation pursuant to the manufacturer's recommended installation instructions.

Exhibit "C"

CLASSROOM AUDIO AMPLIFICATION SYSTEMS (50 Watt System and 30 Watt System)

PART 1 – GENERAL

1.1 DESCRIPTION OF WORK:

- A. Provide a classroom sound amplification system (CSAS) with all necessary materials and labor to fulfill the requirements and the intent of the specifications herein delineated.. Each system is a complete distinct and individual system as specified herein.
- B. All electronic equipment shall be new and of current model. Systems shall be warranted for a period of five (5) years from the date of acceptance by School Board against defective materials, inferior workmanship or improper installation adjustment. Warranty shall cover all parts and labor.
- C. All equipment shall be installed by a communications contractor with at least five (5) years experience installing similar systems. The contractor shall be the manufacturer's authorized distributor for this geographical area and shall maintain complete installation and service facilities.
- D. All work shall be done by expert technicians qualified in the communications field with knowledge of classroom sound amplification systems and detailed requirements for fine tuned performance. Workmanship shall comply with standard professional broadcast practice concerning grounding, shielding, cable dressing, cable termination and equipment mounting.
- E. All equipment shall be installed in strict accordance with the specifications and local codes. Any errors, conflicts, or omissions discovered in the specifications shall be submitted in writing to the engineer for clarification. Installation shall not proceed until questions have been resolved.
- F. Equipment shall be furnished and installed as specified unless written approval for substitutions is obtained from the engineer. Catalog sheets of all proposed equipment shall be provided with the proposal.
- G. Systems shall function without audible distortion, hum, buzz or rattle under normal operating conditions. Equipment shall be installed plumb and square.
- H. Cables shall be marked with commercial wire markers and shall be designated with the architectural room number or description of the area served by that circuit.
- I. No amplifier shall be connected to a load that exceeds 90% of the rated output.
- J. The contractor shall furnish the owner with three (3) complete sets of service and operating literature.

1.2 SUBMITTALS:

- A. PRODUCT DATA:
 - 1. Submit manufacturer's data sheet including specifications, installation instructions, and general recommendations for each piece of equipment specified.

PART 2 – PRODUCTS

2.1 GENERAL

- A. The system shall provide sound enhancement to amplify a person's voice to overcome the deleterious effects of background noise, reduce person's fatigue and assure speech clarity of class presentation and participation. Provide an infrared wireless system with no channel restrictions, no interference, a room contained wireless signal and inputs for (2) microphones, T.V., VCR, CD/Tape and computer and output for personal FM radio systems. Provide the ability to power up to eight speakers. System includes speakers, cables, microphones, transmitters, receivers, diodes, nickel metal hydride rechargeable batteries, chargers, etc., as required for a complete operational system.

2.2 CLASSROOM SOUND AMPLIFICATION SYSTEM (CSAS) EQUIPMENT:

- A. **50 watt Audio Power System.**
- B. Provide a Receiver/Amplifier with ability to provide functions described above with performance as follows:
 - 1. Audio Power: 50 watts RMS
 - 2. 1% percent THD across full frequency range of amplifier.
 - 3. Stereo – The amplifier must supply true 2-Channel stereo sound
 - 4. Frequency Response: 40 Hz to 20 kHz
 - 5. Power Requirements: 24VDC 3.5 Amp
 - 6. Receiving frequencies: 2 selectable frequencies from 2.00 MHz to 4.00 MHz
 - 7. Signal-to-noise: >65dB
 - 8. External Sensor(s) as required (1 minimum)
 - 9. Mounting Bracket as required
 - 10. Controls: (The system must have available the following controls)
 - a. Volume: 2 speaker controls, 1 for each infrared wireless microphone.
 - b. Equalizer: 3-Band (low, mid, and high frequencies).
 - c. Speaker: 4 individual volume controls.
 - d. Master Volume: 1 control
 - e. Power: 1 switch.
 - f. Volume Auxiliary Inputs
 - g. Voice Mute on/off selection
 - 11. Connections – The following connections must be available:
 - a. 4 Stereo Auxiliary inputs for TV/DVD, VCR, CD/Tape player or a computer (RCA type, Hi Z, Mixed)
 - b. Dedicated Line output
 - c. 8 independent speaker connections

12. Infrared level control of microphone level from the speaker's microphone, via the infrared wireless system must be provided.
 13. System must have the ability to decrease the level of the multi-media presentation when the individual speaks. This must be done actively, only quieting the multimedia when the individual is actually talking into the microphone. (Teacher Voice Mute)
- C. **30 watt Audio Power System.**
- D. Provide a Receiver/Amplifier with ability to provide functions described above with performance as follows:
1. Audio Power: 30 watts RMS
 2. 1% percent THD across full frequency range of amplifier.
 3. Frequency Response: 40 Hz to 20 kHz
 4. Power Requirements: 24VDC 3.5 Amp
 5. Receiving frequencies: 2 selectable frequencies from 2.00 MHz to 4.00 MHz
 6. Signal-to-noise: >65dB
 7. External Sensor(s) as required (1 minimum)
 8. Mounting Bracket as required
 9. Controls: (The system must have available the following controls)
 - a. Volume: 2 speaker controls, 1 for each infrared wireless microphone.
 - b. Equalizer: 2-Band (low and high frequencies).
 - c. Speaker: 2 individual volume controls.
 - d. Power: 1 switch.
 - e. Volume Control for each Auxiliary Input
 10. Connections – The following connections must be available:
 - a. 2 Stereo (mixed to mono) Auxiliary inputs for TV/DVD, CD/Tape player or a computer (RCA type, Hi Z, Mixed)
 - b. Dedicated Line output
 - c. 4 independent speaker connections
 11. Infrared level control of microphone level from the speaker's microphone, via the infrared wireless system must be provided.
- E. 4-Channel Body Pack Transmitter:
1. Provide a 4-channel body pack transmitter with performance as follows:
 2. Sub-carrier frequencies: 4 selectable frequencies from 2.00 MHz to 4.00 MHz
 3. Audio distortion: <1.0% (±40kHz deviation @ 1kHz)
 4. Integrated microphone.
 5. Internal charger circuit.
 6. Built-in infrared emitters.
 7. Power button functionality
 - a. Power on – turns the microphone on when microphone is off and button is pressed
 - b. Mute – mutes the microphone when pressed and released once microphone is turned on
 - c. Power Off – push and hold to turn power off

8. External Inputs
 - a. Provide an inputs for an external microphone
 - b. Provide an input for a stereo auxiliary input (Mixed to Mono in microphone)
9. Microphone Element – The speaker’s microphone shall utilize a 10mm microphone element to insure optimum frequency response and maximum pickup of individual’s voice.
10. Power 1 - “AA” NiMH Batteries (Systems using only 2 batteries, under the evaluation phase, may receive fewer points)
11. Provide remote volume control for the system from the main speaker’s transmitter:
 - a. Volume control via the infrared wireless microphone system to allow the speaker to remotely adjust their own volume level.
 - b. Volume control for the other channel from the speaker’s microphone
 - c. Volume control for the auxiliary inputs
 - d. ‘F’ (Function) Button – Provide remote control functionality that allows for enabling additional multi-use functions from the speaker’s microphone.
12. Smart Sensor Charging Circuit
 - a. Charging circuitry in microphone must have the ability to sense what type of battery has been placed in the microphone. The charging circuitry must also carefully manage the charge and discharge cycles of the batteries to maximize battery life.
 - b. A system that simply senses voltage presents on a 3rd contract is not acceptable; the charging circuitry must be able to distinguish between NiMH, NiCD and Alkaline batteries.

F. 4-channel hand held transmitter (Infrared Handheld Microphone):

1. Sub-carrier frequencies: 4 selectable frequencies from 2.00 MHz to 4.00 MHz
2. Integrated microphone
3. Internal charger unit.
4. Power 1 - “AA” NiMH Batteries (Systems using only 2 batteries, under the evaluation phase, may receive fewer points)
5. 1/8” (3.5mm) auxiliary input connection - Provide an input for a stereo auxiliary input (Mixed to Mono in microphone)
6. Operational Modes – the handheld microphone must be equipped with two operational modes
 - a. Push-to-Talk Mode – the user simply depressed the power button to talk, and when released the microphone automatically turns off – this provides for a number of separate microphones to be used consecutively and greatly reduces the chance of channel interference
 - b. Power-On Mode – The user depresses the power button, and slide is vertically into the on position – this holds the microphone in the on state for continuous operation
7. Volume control for microphone level/auxiliary input level
8. Microphone Element – The speaker’s microphone shall utilize a 10mm microphone element to insure optimum frequency response and maximum pickup of individual’s voice.
9. Smart Sensor Charging Circuit
 - a. Charging circuitry in microphone must have the ability to sense what type of battery has been placed in the microphone. The charging circuitry must also carefully manage the charge and

discharge cycles of the batteries to maximize battery life.

- b. A system that simply senses voltage presents on a 3rd contract is not acceptable; the charging circuitry must be able to distinguish between NiMH, NiCD and Alkaline batteries.

G. EXTERNAL DOME SENSOR (Infrared Dome Sensor):

- 1. Power: Powered by receiver.
- 2. 360-degree Reception Angle, Ceiling mounted dome sensor.
- 3. Cable: Minimum 32.8' (10m), Co-Ax Cable (Provide Plenum rated only where required by code)
- 4. Mounting: Metal bracket.
- 5. Internal construction of diodes in 360-degree sensor shall be lensed to provide superior infrared reception. Unlensed diodes shall not be considered.

H. Loudspeaker:

- 1. Provide complete distributed ceiling mounted speaker system (back box, speaker, grill, etc.), number as required (minimum 4, no cluster) with performance and safety features as follows:
 - a. Power rating: 60 watts RMS/100 watts max.
 - b. 8 ohms.
 - c. 63-20,000 Hz
 - d. Quick connect/disconnect terminals
 - e. Tuned Ported Enclosure – 4" Cone Driver
 - f. Integral Structural Tie-Off – for connection speaker to structural element
 - g. Positive Locking Grill Cover
 - h. Tile Bridge

PART 3 – EXECUTION

3.1 INSTALLATION OF SOUND SYSTEMS:

- A. Install each system in accordance with equipment manufacturer's instructions, and with recognized industry practices, local codes, to ensure that system equipment complies with requirements. Comply with requirements of NEC and applicable portions of NECA's "Standard of Installation" practices.
- B. Provide each individual CSAS with a receiver/amplifier, speaker's microphone with transmitter, hand held microphone, external sensors as required, speakers as required (minimum 4) and all cable necessary. Before rough-in, test each application for the number and location of sensors and speakers required. Install sensors as required for complete coverage in all parts of the space. Coordinate the number of speakers required with the reflected ceiling needs. Provide a back box for each speaker and verify all support requirements. Provide audio wiring from the receiver/amplifier to the video system controller in the room.
- C. Coordinate with other electrical work, including cable/wire, raceways, electrical boxes and fittings, as appropriate to interface installation with other systems work.
- D. Provide each video system with all equipment specified and cables shown for a complete system.

- E. Provide stainless steel cover plates on all devices and boxes serving the Audio/Visual system to match other electrical system devices.

3.2 EQUIPMENT CHECKOUT:

- A. Provide equipment checkout by a factory trained and authorized technician before energizing circuits. Make final connections under his direction.

3.3 TESTING:

- A. Upon completion of installation of the system and after electrical circuitry has been energized, demonstrate capability and compliance with requirements. Where possible, correct malfunctioning units at site, then retest to demonstrate compliance; otherwise, remove and replace with new units, and proceed retesting.

3.4 WARRANTY:

- A. The contractor shall warrant the equipment to be new and free from defects in material and workmanship, and will, within five years from date of installation and acceptance, repair or replace any equipment found to be defective. This warranty shall not apply to any equipment which has been subject to misuse, abuse, negligence, accident or unauthorized modification.

3.5 TRAINING:

- A. Provide a minimum of four (4) - ten (10) hours (minimum) training on the operation and maintenance of the audio/visual presentation system, at job site. Provide programming and software training as required to allow the district to do any programming that the supplier is allowed to do during commissioning, testing, service and field additions or deletions to the system. Illustrate utilization of all components, DVD, VCR, projector, etc. and the interaction of the complete system. Conduct separate 2-hour sessions in each "pod" and each grade level. Provide any and all training at no cost to the Owner, including transportation, lodging, meals and training manuals. A training video to be provided for future training, updated as necessary with any charges or modifications to equipment or software.

End of List