

State of Florida
Florida Department of Education
Office of Contracts, Grants and Procurement Management Services
901 Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400

BID REGISTRATION

**COMPLETE AND RETURN THIS FORM
TO THE ABOVE ADDRESS OR FAX TO 850/245-9189**

BID NO.: ITB 2008-13

TITLE: DIGITAL VIDEO BROADCAST UPGRADE - IP MPEG2 ENCODER/DECODER

DATE & TIME OF OPENING: January 31, 2008 @ 2:00 pm Eastern Standard Time (EST)

Potential bidders should notify the Florida Department of Education, Office of Contracts, Grants and Procurement Management Services by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and send **this sheet only** to fax number 850/245-9189, or mail to 901 Turlington Building, 325 West Gaines Street, Tallahassee, Florida 32399-0400 or e-mail it to the below contact.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: () _____ FAX NUMBER: () _____

INTERNET E-MAIL ADDRESS: _____

SIGNED: _____ DATE: _____

For further information on this process, you may contact Christina Davis at 850/245-9191, e-mail address: Christina.Davis@fldoe.org .

State of Florida
Department of Education

INVITATION TO BID

DIGITAL VIDEO BROADCAST UPGRADE – IP MPEG2 ENCODER/DECODER

BID NUMBER: ITB 2008-13

DEADLINES

TECHNICAL QUESTIONS: JANUARY 24, 2008 by 10:00 AM

BID SUBMITTAL DUE: JANUARY 31, 2008 @ 2:00 PM

ESTIMATE POSTING DATE: FEBRUARY 1, 2008

MAIL OR DELIVER BIDS TO:

Florida Department of Education
Office of Contracts, Grants and Procurement Management Services
901 Turlington Building
325 West Gaines Street
Tallahassee, Florida 32399-0400
Attention: Christina Davis

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**INVITATION TO BID
FLORIDA DEPARTMENT OF EDUCATION
DIGITAL VIDEO BROADCAST UPGRADE – IP MPEG2 ENCODER/DECODER
BID NUMBER: ITB 2008-13**

SECTION 1 –INSTRUCTIONS

1.0 GENERAL INSTRUCTIONS TO RESPONDENT

This section contains instructions explaining the solicitation process and the actions necessary to respond. General Instructions to Respondent (Form PUR 1001) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's proposal. Form PUR 1001 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between Form PUR 1001 and other instructions provided in this document, the additional instructions shall take precedence over the Form PUR 1001 unless the conflicting term is required by any section of the Florida Statutes, in which case the term contained in PUR 1001 shall take precedence.

SECTION 2 – CONTRACT CONDITIONS

2.0 GENERAL CONTRACT CONDITIONS

Standard terms and conditions that will apply to the contract which results from the solicitation event are provided in this section. General Contract Conditions (Form PUR 1000) is a downloadable document which must be downloaded for review. This document need not be returned with the respondent's proposal. Form PUR 1000 may be accessed at http://dms.myflorida.com/business_operations/state_purchasing under "Documents, Forms, References and Resources".

In the event of any conflict between the PUR 1000 form and any other Special Conditions, the Special Conditions shall take precedence over the PUR 1000 form unless the conflicting term in the PUR form is required by any section of the Florida Statutes, in which case the term contained in PUR 1000 shall take precedence.

SECTION 3 - INTRODUCTION

3.0 INTENT

The State of Florida Department of Education (hereinafter referred to as the "Department") is soliciting written Bids from qualified vendors to establish a cost effective acquisition of equipment for the transmission of two broadcast services over Internet2 to provide redundant uplink capability.

The resulting contract may not be renewed.

3.1 BACKGROUND

The Department of Education manages the State's satellite transponder for the statewide distribution of governmental affairs programming over The Florida Channel and instructional/educational programming over The Florida Knowledge Network®. Currently, there is no redundant scheme to uplink the two services in the event the Department's Satellite Operation Center (SOC), co-located at the WFSU broadcast facility, is unable to uplink the services. This project will provide a path from the SOC to the uplink facility located at the University of South Florida (WUSF). The services will be encoded with the equipment requested in this solicitation for transmission over

Internet2 to the WUSF uplink facility for uplink to the Department's satellite transponder. Internet2 services are currently established between these two facilities. An agreement exists between the WFSU broadcast facility and the WUSF broadcast facility for this uplink service.

3.2 DEFINITIONS

As used herein, the following definitions apply:

1. **Contract**: The agreement entered into between the Department and the successful Bidder after completion of the Invitation to Bid process.
2. **Contractor**: The successful Bidder, selected as a result of this Invitation to Bid (ITB), with which the Department executes a Contract to provide the required services.
3. **Department**: Refers to the Florida Department of Education.
4. **DOE**: Florida Department of Education
5. **Bid**: All documents and materials contained in the formal ITB package submitted by a Bidder in response to this solicitation.
6. **Bid Response**: means the complete response of the Bidder to the ITB, including properly completed forms and supporting documentation.
7. **Bidder**: Means a potential Contractor acting on their own behalf and on behalf of those individuals, partnerships, firms, or corporations comprising the Bidder's team who submits a response to this solicitation.
8. **VBS**: Florida Vendor Bid System

3.3 SCHEDULE OF EVENTS

ACTIVITY	DATE
Issuance Of ITB	1/17/2008
Technical Questions [FAX OR E-MAIL (PREFERRED) ACCEPTABLE] <i>NOTE: Administrative questions responded to throughout bid process</i>	1/24/2008 by 10:00 am
Responses To Questions	1/25/2008
ITB RESPONSES DUE (FAX NOT ACCEPTABLE)	1/31/2008 @ 2:00 pm
ESTIMATED POSTING OF INTENDED AWARD (date is on or about)	2/01/2008

SECTION 4 – SPECIAL INSTRUCTIONS

4.0 ENFORCED REQUIREMENTS

The Department has established certain mandatory requirements which must be included as part of any Bid. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this ITB indicate a mandatory requirement or condition. The words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omissions of, such a desirable feature will not by itself cause rejection of a Bid.

4.1 NON-RESPONSIVE BIDS, NON-RESPONSIBLE BIDDERS

Bids that fail to provide all required information will be rejected as non-responsive. Material requirements of the ITB are those set forth as mandatory, or without which an adequate analysis and comparison of Bids is impossible, or those which affect the competitiveness of Bids or the cost to the State. Bidders whose Bids, past performance or current status do not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible. The Department reserves the right to waive any minor irregularities or technicalities in any Bid received, to reject any or all Bids in whole or in part, with or without cause, to solicit new Bids or to accept the Bid which, in its judgment, will be in the best interest of the Department. The Department reserves the right to use any information presented in any response to this ITB.

4.2 QUESTIONS

Potential bidders shall examine the ITB to determine if the Department's requirements are clearly stated. If there are any requirements, which restrict competition, the bidder may request, in writing, to the State that the specifications be changed. The bidder who requests changes to the State's specifications must identify and describe the bidder's difficulty in meeting the State's specifications, must provide detailed justification for a change, and must provide recommended changes to the specifications. **Questions concerning conditions and specifications of this ITB, and/or requests for changes to the Bid must be received in writing by the Office of Contracts, Grants and Procurement Management Services as specified in SECTION 1.3 SCHEDULE OF EVENTS.** A bidder's failure to request changes by the specified date shall be considered to constitute bidder's acceptance of State's specifications. The State shall determine what changes to the ITB shall be acceptable to the State.

Questions may be mailed, faxed or delivered to the address below:

Florida Department of Education
Office of Contracts, Grants and Procurement Management Services
Attn: CHRISTINA DAVIS
325 West Gaines Street, Room 901
Tallahassee, Florida 32399-0400
E-mail: Christina.Davis@FLDOE.ORG
FAX (850) 245-9189

4.3 DISPUTES

Any prospective bidder who disputes the reasonableness or appropriateness of the terms, conditions, and specifications of this Bid, any addendum, Notice of Intended Award or Intent to Reject, shall file a statement of "Intent To Protest" in appropriate form within 72 hours (excluding state holidays, Saturdays and Sundays) of receipt. A formal written protest in the form of a petition must be filed within (10) calendar days thereafter. Any person who files a formal written protest shall, at the time of filing the formal written protest, post a bond as set forth in Section 287.042(2)(c), Florida Statutes. Failure to file both a protest and bond within the time prescribed in Section 120.53(5), Florida Statutes, and Rule 60A-1.006, Florida Administrative Code, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. **VENDORS ARE ENCOURAGED TO READ THE FLORIDA STATUTES FOR ADDITIONAL LEGAL REQUIREMENTS.**

4.4 ADDENDA

No negotiations, decisions, or actions will be initiated or executed by a Bidder as a result of any oral discussions with a Department employee. Only those communications that are in writing from the Office of Contracts, Grants and Procurement Management Services will be considered as a duly authorized expression on behalf of the Department.

If the Department determines that it should modify or interpret any portion of the ITB documents prior to the closing time and date, such changes will be included as a written addendum to the ITB. No other methodology will be considered binding or authorized in giving information concerning, or to explain or interpret the ITB document.

Notice of changes (addenda), will be posted on the Florida Vendor Bid System (VBS) at www.myflorida.com (click on Business & Industry, under Doing Business with the State of Florida click on State Purchasing, click on Everything for Vendors and Customers, then Vendor Bid System and Search Advertisement, select the Department of Education in the Agency window and initiate search), under this bid number. It is the responsibility of all potential bidders to monitor this site for any changing information prior to submitting a proposal.

Potential Bidders have 72 hours from receipt of addenda to protest the requirements of each addendum. Failure to file a protest within the time prescribed in Section 120.57(3), 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.

NOTE: SIGNED ACKNOWLEDGEMENT OF ANY ADDENDA MUST ACCOMPANY ITB RESPONSE. FAILURE TO SUBMIT THE ACKNOWLEDGE FORM WILL RESULT IN DISQUALIFICATION OF THE BIDDER

4.5 MINOR EXCEPTIONS

The Department may waive minor deviations or exceptions in Bids providing such action is in the best interest of the State of Florida. Minor deviations/exceptions are defined as those that have no adverse effect upon the State's interest and would not affect the amount of the Bid by giving a contractor an advantage or benefit not enjoyed by other contractors.

4.6 COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a Bid response only if accompanied by a waiver that will allow the Department to make paper and electronic copies necessary for use by Department staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public. All development and use of copyright material in fulfilling the terms of the Bid shall be governed by the terms of the contract between the Contractor and the Department.

4.7 CONFIDENTIAL MATERIAL

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If respondent considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, respondent must also simultaneously provide the Department with a separate redacted copy of its response. This redacted copy shall contain the Department's solicitation name, number, and the name of the respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time respondent submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.

Respondent shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Respondent shall protect, defend, and indemnify the Department for any and all claims arising from or relating to respondents determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If respondent fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by respondent in answer to a public records request for these records.

4.9 PREPARATION COST

ITB responses shall contain all information solicited, plus any additional data, prints, or literature that the bidder deems pertinent to the Department's understanding and evaluation of their response. This ITB does not commit the Department or any other public agency to pay any costs incurred by the Bidder in the submission of a Bid or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

4.10 WITHDRAWAL

Bidders may modify submitted Bids at any time prior to the Bid due date. Requests for modification of a submitted Bid shall be in writing and must be signed by an authorized representative of the Bidder. Upon receipt and acceptance of such a request, the entire Bid will be returned to the Bidder and not considered unless resubmitted by the due date and time. Bidders may also send a change in a sealed envelope to be opened at the same time as the Bid. The ITB number, opening date and time should appear on the envelope of the modified Bid.

4.11 PUBLIC OPENING OF BIDS

Each Bid shall be dated and time-stamped by the Department as received. Any Bid received after the specified deadline for Bid acceptance, shall be rejected and returned unopened to the Bidder. Bid responses will be opened at the designated date and time at the Department's Office of Contracts, Grants and Procurement Management Services, 901 Turlington Building, 325 West Gaines Street, Tallahassee, FL.

4.12 CORRECTION OF BID ERRORS

Information that is required to be included in the Bid is expected to be present and to be accurate. Corrections of erroneous information or typographical errors will not be permitted after the Department has received the Bids. **The Contractor is solely responsible for proofreading their Bid and verifying its accuracy.**

4.13 VISITOR PASS TO THE TURLINGTON BUILDING

Each visitor to the Turlington Building is required to sign in and obtain a visitor's pass at the security desk in the main lobby. Please allow enough time if hand delivering your Bid to the Office of Contracts, Grants and Procurement Management Services.

4.14 ACCESSIBILITY FOR DISABLED PERSONS

Any person requiring a special accommodation because of a disability should call Department's Office of Contracts, Grants and Procurement Management Services at (850) 245-0483 at least five (5) workdays prior to the Bid opening. If you are hearing or speech impaired, please contact the Department by using the Florida Relay Service, which can be reached at 1 (800) 955-8771 (TDD).

4.15 RESPONSE DURATION

All submitted responses are binding for one hundred twenty (120) days following the response opening date.

4.16 PRICING

All Bid prices to include the furnishing of all parts, labor, transportation and incidental services or materials required. There shall be no additional costs charged for work performed under this Bid. All Bid prices are to be submitted on the forms provided.

4.17 AWARD

As in the best interest of the State the right is reserved to award based on *all or none*, group of items, *item by item* or any combination thereof, to a responsive, responsible bidder. As in the best interest of the State of Florida, the right is reserved to reject any and/or all Bids or to waive any minor irregularity in Bids received. Conditions which may cause rejection of Bids include, without limitation, evidence of collusion among Bidders, obvious lack of experience or expertise to perform the required work, failure to perform, or meet financial obligations on previous contracts.

Bid tabulations will be posted and available for public viewing in the reception room of the Office of Contracts, Grants and Procurement Management Services and posted on the VBS. A printed copy of the Bid tabulation will be available upon written request to the Office of Contracts, Grants and Procurement Management Services. Telephone requests will not be accepted. Each written request must contain a self-addressed, stamped envelope and must reference the Bid title and number. Bid tabulations will be posted and available for public viewing in the reception room of the Office of Contracts, Grants and Procurement Management Services.

4.18 CONTRACTUAL OBLIGATIONS

The Contractor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on the contract, is subject to, and comply with, the contractual requirements. When contract negotiations are successfully concluded, a written contract will be prepared which will incorporate the following documents:

- This ITB
- Addenda to this ITB

- And the bidder's response

The Contractor shall begin performing services only upon execution of a valid contract between the parties.

4.19 DOING BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida. Domestic corporations must be active and in good standing in the State of Florida. Such authorization and status should be obtained by the Bid due date and time, but in any case, must be obtained prior to posting of the intended award. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6053

4.20 LICENSED TO CONDUCT SERVICES IN THE STATE OF FLORIDA

If the service(s) being provided requires that individuals be licensed by the Florida Department of Business and Professional Regulation or any other state or federal agency, such licenses should be obtained by the Bid due date and time, but in any case, must be obtained prior to posting of the intended award. For State licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850)487-9501

4.21 NOTICE TO CONTRACTOR

The Department shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this contract.

4.22 QUALIFICATIONS

The Department will determine whether the Bidder is qualified to perform the services being contracted based upon their Bid demonstrating satisfactory experience and capability in the work area. The Bidder shall identify necessary experienced personnel and/or facilities to support the activities associated with this Bid.

Those individuals who will be directly involved in the project should have demonstrated experience in the areas delineated in the scope of work. Individuals whose qualifications are presented will be committed to the project for its duration unless otherwise excepted by the Department. In the event it becomes necessary for the Contractor to substitute key personnel, such substitution will take place in consultation with the Department and will be made upon the Department's prior approval, which will not be unreasonably withheld.

4.23 INVOICING

The Department will pay for these products in accordance with the terms and conditions of the Direct Order (DO).

4.24 PAYMENT

Payments will be made in accordance with Section 215.422, Florida Statutes, which delineates Contractor's rights and State's responsibilities concerning time allowances for payment of invoices and applicable interest penalties. Pursuant to Section 287.058, Florida Statutes, all invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All invoices shall bear the contract number, match this Bid as specified and sent to the Comptroller's Office, 944 Turlington Building, 325 W. Gaines Street, Tallahassee, FL 32399-0400.

In the event that circumstances arise which make performance by the Contractor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of the contract. Extension of the contract resulting from this Bid shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the contract; the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established in the contract. There shall be only one extension of the contract unless the failure to meet the criteria set forth in this ITB or resulting contract is due to events beyond the control of the Contractor. It shall be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Contractor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department will review the request and make a determination as to granting all or part of the requested extension.

4.26 INSPECTION AUDIT AND MAINTENANCE OF REPORTS

Representative of the Department, the Comptroller of the State of Florida, or the Auditor General of the State of Florida, or their duly authorized representatives, shall have access, for purposes of examinations and recovery, to any books, documents, papers, and records of the Contractor as they may relate to this contract. The Contractor shall maintain books, records and documents in accordance with acceptable accounting principles and practices that sufficiently and properly reflect charges made. The Department may unilaterally cancel any resultant contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material originated or received by the Contractor in conjunction with this contract subject to the provisions of Florida Statutes, Chapter 119.

4.27 MINORITY BUSINESS UTILIZATION

The Department supports the fostering of continued economic growth and development for State of Florida Certified Minority businesses (CMBE). The Department intends to seek out and consider Minority Business Enterprises and solicit their interest, capability and prices and encourages minority participation in contracting opportunities wherever possible. For more information on becoming a CMBE, please contact the Department of Management Services (DMS), Office of Supplier Diversity, at (850) 487-0915.

4.28 SUB-CONTRACTING

This contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Department. No sub-contract shall, under any circumstances, relieve the Contractor of their liability and obligation under this contract; and despite any such sub-contracting the Department shall deal through the Contractor, which shall retain the legal responsibility for performing the Contractor's obligations.

The Prime Contractor shall report all Minority Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the Utilization Summary form, attached as Attachment "4". The contractor shall provide a list of subcontractors to the Department's contract manager upon execution of the Contract. The Prime Contractor shall the Utilization Summary form with each invoice submitted for payment. The form must be submitted with all invoices, regardless if funds have not been spent with a Minority Subcontractor for the period covered by the invoice. The DMS Office of Supplier Diversity will assist in furnishing names of qualified minorities.

4.29 IDENTICAL EVALUATION OF RESPONSES

Whenever two or more bids which are equal with respect to price, quality, and service are received, *the Department will determine the order of award using the criteria established in 60A-1.011, Florida Administrative Code.* The "Drug-Free Workplace Program Certification" can be found as Attachment '2'.

4.30 DISPOSITION OF BIDS

All Bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes.

4.31 “MYFLORIDAMARKETPLACE” TRANSACTION FEE

The State of Florida has implemented a new on-line procurement system called “MyFloridaMarketPlace”. Effective July 1, 2003, State agencies are required to purchase commodities and services from only those vendors registered in this new system. If you have not had the opportunity to register, please log on to the following web site to complete the registration process: <http://dms.myflorida.com/dms/purchasing/myfloridamarketplace> This registration should be completed by the Bid due date and time, but in any case, must be completed prior to posting of the intended award.

Pursuant to section 287.057(23), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State. This fee became effective July 1, 2003.

4.32 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 (or number of days provided on price sheet) after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation.

4.33 ALTERNATES

ALTERNATE BRANDS OR PRODUCTS WILL NOT BE CONSIDERED FOR THIS BID. BID AS SPECIFIED.

4.34 WARRANTY/SUBSTITUTIONS

A warranty is required on all items purchased against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the bid response or the above statement shall prevail. Delivery of substitute commodities requires prior written approval from the ordering location.

4.35 REPLACEMENT/RESTOCKING

Replacement of all materials found defective within the warranty period shall be made without cost to the purchaser, including transportation if applicable. All fees associated with restocking cancelled orders shall be the responsibility of the vendor.

4.36 PRODUCT REQUIREMENTS/SPECIFICATIONS

Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefore. Deviations must be explained in detail on separate attached sheet(s).

4.37 ACCEPTANCE

All items listed in the specifications, delivered to the Department not meeting specifications or found to be poorly manufactured will not be accepted, but returned to the vendor, at their expense, for replacement. Replacement of all items found defective shall be made without cost to the Department, including transportation, if applicable. As it may be impossible for each facility to inspect all items upon arrival, a reasonable opportunity must be given to these facilities for inspection of the items, and return of those that are defective.

SECTION 5– SPECIAL TERMS AND CONDITIONS

5.0 PRE-BID CONFERENCE: A PRE-BID CONFERENCE WILL NOT BE HELD.

5.1 INDEMNIFICATION

Contractor agrees to indemnify, hold harmless and defend, at its own expense, including reasonable attorney's fees, the Department and its employees against any all claims or suits for property loss or damage and/or personal injury including death, to any and all person, of whosoever kind and character, whether real or asserted, arising out of and in connection with Contractor's negligence related to privileges granted herein.

5.2 EMPLOYEE REQUIREMENTS

Contractor agrees that only authorized employees are allowed on the premises of the Department buildings. Contractor employees are not to be accompanied in their work area by acquaintances; family members, assistants or any person unless said person is an authorized employee of the Contractor. All employees shall wear picture identification badges on clothing bearing the company emblem or name at all times.

5.3 PARTICIPATION IN FUTURE STAGES OF THIS PROJECT

As stated in Chapter 287.057 F.S.

(18) A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

SECTION 6– SPECIAL INSTRUCTIONS – BID FORMAT & CONTENT

6.0 BID SUBMISSION

Bids are due as specified in SECTION 1.3 SCHEDULE OF EVENTS.

Mailed Or Delivered To: Florida Department of Education
(DO NOT FAX OR E-MAIL) Office of Contracts, Grants and Procurement Management Services
 Attn: Christina Davis
 901 Turlington Building
 325 West Gaines Street
 Tallahassee, Florida 32399-0400

Bids received after this time and date will not be considered. By submitting a Bid, the Bidder represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of commodities to be provided. All Bids and associated forms must be signed and dated in ink by a duly authorized representative of the Bidder.

Each Bidder must fully acquaint itself with the conditions relating to performance requirements under the conditions of this ITB. All Bid prices are to be submitted on the sheets provided in this ITB. All Bid prices must remain firm for 120 days from date of Bid Opening.

6.1 BID CONDITIONS

No conditions may be applied to any aspect of the ITB by the prospective Bidder. Any conditions placed on any aspect of the Bid documents by the prospective Bidder may result in the Bid being rejected as a conditional Bid

(see "RESPONSIVENESS OF BIDS"). DO NOT WRITE IN CHANGES ON ANY ITB SHEETS. The only recognized changes to the ITB prior to Bid opening will be a written addenda issued by the Department.

6.2 **BID FORMAT INSTRUCTIONS**

This section contains instructions that describe the required format for the Bid. All Bids submitted shall be marked as follows:

Bid Number: ITB 2008-13

Opening Date/Time: January 31, 2008 @ 2:00 pm

The Bidder must submit **one (1) original, and (1) copy**, of the Bid. Since the Department will expect all Bids to be in this format, failure of the Bidder to follow this outline may result in the rejection of the Bid.

- **Section 1**
 - **Transmittal Letter (Completed on Company Letterhead)**
- **Section 2**
 - **Disclosure Statement (Attachment 1)**
 - **Drug-Free Workplace Form (If Applicable) (Attachment 2)**
 - **Vendor's Bid Response Sheet (Attachment 3)**
 - **Minority Certificate (If Applicable)**
 - **Minority Sub Contractors Utilization Summary (Attachment 4)**

Section 1. Transmittal Letter

The Bidder shall provide a Transmittal Letter (on Company Letterhead) certifying that the person signing the proposal is authorized to represent the bidder and bind the bidder relative to all matters contained in the bidder's proposal. The letter must contain your company's federal tax identification number, a statement certifying that the bidder has read, understands, and agrees to all provisions of this ITB. The transmittal letter must contain a statement certifying that the bidder is authorized to conduct business in Florida. In lieu of such statement, the bidder must alternatively certify that they will secure authorization to do business in Florida prior to the award of the contract. The transmittal letter must contain a statement certifying that the bidder is registered on the MyFloridaMarketPlace Website. In lieu of such statement, the bidder must alternatively certify that they will complete such registration authorization prior to the award of the contract. The Bidder is encouraged to limit the letter to no more than two (2) pages.

Section 2. Mandatory Requirements

The Bidder must complete all required forms and submit them as part of the Bid package. Any Bid in which these forms are not used or in which these forms are improperly executed may be considered non-responsive and the Bid may be subject to rejection.

SECTION 7 – DELIVERABLES

7.0 **DESCRIPTION OF WORK**

The awarded Contractor shall provide a cost effective acquisition of equipment for the transmission of two broadcast services over Internet2 to provide redundant uplink capability for the Department, in accordance with the provisions and requirements set forth herein.

7.1 **REQUIREMENTS**

The analog/SDI to IP and the IP to SDI shall be a compatible transport stream with the DigiCipher 2 encoding system and with the DVB S-2 encoding system.

MPEG 2 4:2:0 Encoding

2 Tandberg TV M2/ENC/E5710 MPEG-2 Standard Definition Encoder:

- SDI and composite video inputs
- Analog, digital AES-EBU and embedded SDI audio input
- MPEG-1 Layer II Audio
- Dolby Digital® (AC-3) 1-5.1 and Dolby® E channel pass-through
- Fully exhaustive motion estimation
- Extensive pre-processing features
- Support for a wide range of VBI data formats
- Closed caption support input via RS-232 or SDI SMPTE 334
- Conversion of EIA 608 to EIA 708 format
- Support for Splice Points and special features for VOD ingest
- 3 ASI outputs plus wide range of optional telco interfaces
- Control via front panel, SNMP, RS-232/RS-485, web browser or TANDBERG nCompass Control systems
- Film mode detection (3:2 pull down)
- Data insertion supporting RS-232 data and RS-422
- Flexible expansion support (2 slots available)
- Upgrade paths for Multi-Pass SD MPEG-2 and SD VC-1
- Upgrade paths for SD and HD MPEG-4

2 Tandberg TV M2/EOM2/IPTSDUAL, IP Output:

- Dual output with 100/1000BaseT Ethernet physical interfaces
- UDP/IP or RTP/UDP/IP encapsulation of MPEG-2 transport stream
- Multicast or unicast capable
- Supports multiple SPTS streams

2 Tandberg TV M2/ESO2/PROFEC PRO-MPEG FEC License

2 Tandberg TV M2/ESO2/AC3 Dolby® AC-3 Two Channel Encoding:

- Enables Dolby Digital® (AC-3) stereo encoding.

MPEG 2 4:2:0 Decoding

2 Tandberg TV TT1260/CIBAS Standard Definition MPEG Decoder:

- Dual SDI output with embedded decompressed audio and VBI
- Dual analog (PAL/NTSC) BNC outputs
- Dual ASI transport stream outputs
- Frame synchronization input
- Remote control via SNMP or web page
- Single alarm relay
- Descrambling of MPEG-4 AVC via a CAM
- CAM menu browsing via web browser

2 Tandberg TV TT1260/SWO/420 Limits TT1260 to MPEG-2 SD 4:2:0 video decoding operation only.

2 Tandberg TV TT1260/SWO/ SNMP Remote Control.

4 Tandberg TV TT12XX/CABLE/ XLR 9-Pin XLR Audio Breakout Cable.

2 Tandberg TV TT1260/SWO/DOLBY, Enables Dolby Digital® audio decoding.

2 Tandberg TV TT1260/HWO/IP/PROFEC 10/100 BaseT IP Input w/FEC:

- MPEG Transport Stream over IP
- 1 x 10/100BaseT Ethernet input

2 Tandberg TV TT1260/SWO/IP/PROFEC,PRO MPEG FEC License

Items purchased shall be delivered to WFSU, 1600 Red Barber Plaza, Tallahassee, Florida 32310.

Engineering staff at the facility will install the equipment.

SECTION 8 – SUBMITTALS AND EVALUATION**8.0 MANDATORY SUBMITTAL DOCUMENTS**

The absence of any of these documents shall deem the Bid to be non-responsive and the Bid shall not be evaluated. The Bid forms furnished must be used when submitting your response. Forms are to be filled out in ink or typewritten, SIGNED AND DATED with no alterations or amendments made, and enclosed with a signed cover letter. Submittal information shall consist of the following:

TRANSMITTAL LETTER: (TO BE COMPLETED ON COMPANY LETTERHEAD)

DISCLOSURE STATEMENT: (ATTACHMENT 1)

BID SHEET: (ATTACHMENT 3)

BIDDER MUST USE THIS FORM WHEN SUBMITTING THEIR RESPONSE. USE OF ANY OTHER FORM WILL DISQUALIFY THE BID.

SIGNED ADDENDUM(S), *If Applicable*

If applicable, a copy of your Certified Minority Business certificate from the Department of Management Services, Office of Supplier Diversity should be enclosed. Certification must be current at the time of the Proposal opening.

8.1 POSTING OF BID TABULATION

The Bid Tabulation will be posted at the Department's Office of Contracts, Grants and Procurement Management Services, 901 Turlington Building, 325 West Gaines Street, Tallahassee, Florida and on the VBS as specified in **SECTION 1.3 SCHEDULE OF EVENTS**, and will remain posted for a period of seventy-two (72) hours.

8.2 PROTEST OF BID TABULATION

Any Bidder who is adversely affected by the Department's recommended award or intended decision must file a written "Intent to Protest" with the Department at the address of posting. See **SECTION 2.3 DISPUTES** for protest information.

8.3 INABILITY TO POST

If the Department is unable to post as defined above, the Department will notify all Bidders by posting a notice on the VBS. The Department will provide written notification via the VBS of any future posting in a timely manner.

8.4 AWARD OF THE CONTRACT

Services will be authorized to begin when the Contractor receives a fully executed direct order from the Department.

DISCLOSURE STATEMENT

(Rev. 07/02)

PARTNERSHIP OR INDIVIDUAL

I hereby certify that I, if an individual, or each of us, if a partnership, doing business as

_____ *(Name of Individual or Partnership)*

(am)(is) not now involved in nor have I ever engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director or Bureau Chief within the Florida Department of Education.

I further certify that neither I, nor any partner, if a partnership, nor anyone acting in my or our behalf has requested that any of the above designated persons or any other employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

_____ *(Name of Individual or Partnership)*

(1) _____
Signature

Signature

Signature

COMPANY OR CORPORATION

I hereby certify that neither I nor any owner, officer, director, or shareholder of _____, a

_____ *(Name of Corporation (Company))*

_____ (2) corporation, licensed to do business in Florida, is presently involved in

_____ *(Name of State of Inc.)*

or has engaged in any private business venture or enterprise, directly or indirectly, with the Commissioner of Education, the Deputy Commissioner of Education, any Associate Commissioner of Education, Division Director or Bureau Chief within the Florida Department of Education.

I further certify that neither I nor any owner, officer, director, or shareholder of this corporation or anyone acting on behalf of this corporation or any of its owners, officers, directors, or shareholders has requested that any of the above designated persons or any employee of the Florida Department of Education exert any influence to secure the appointment of _____ under this proposed agreement.

_____ *(Company)*

_____ *(Corporation)*

(3) _____
Signature

Title

(1) If partnership, each partner must sign & execute.

(2) If company is not incorporated, insert "not incorporated" in this space.

(3) If incorporated, this statement is to be executed by same person who will execute contract, if awarded.

ATTACHMENT '2'**DRUG-FREE WORKPLACE**

(will be considered in case of identical tie Bids)

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

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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

BID SHEET

We propose to provide the commodities being solicited within the specifications of this document. All products shall be provided in accordance with this Invitation to Bid, which has been reviewed and understood.

<u>DESCRIPTION</u>	<u>TOTAL COST</u>
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MPEG 2 4:2:0 ENCODING	\$ _____ X 2 = \$ _____
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MPEG 2 4:2:0 DECODING	\$ _____ X 2 = \$ _____
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GRAND TOTAL	\$ _____ *
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DELIVERY TIME WILL BE _____ DAYS AFTER RECEIPT OF ORDER

****PRICES SHALL INCLUDE ALL CHARGES FOR PACKING, HANDLING, FREIGHT, DISTRIBUTION, AND INSIDE DELIVERY.****

***AWARD MADE BASED ON THIS PRICE.**

SIGN BELOW. UNSIGNED OFFERS WILL NOT BE CONSIDERED.

VENDOR NAME: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

AUTHORIZED AGENT (typed): _____

AUTHORIZED AGENT (manual): _____

DATE: _____ TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

ATTACHMENT '4'

**STATE OF FLORIDA DEPARTMENT OF EDUCATION
MINORITY SUB CONTRACTORS UTILIZATION SUMMARY**

In November 1999, the Governor announced the One Florida Initiative, an initiative to unite Floridians behind a shared vision of opportunity and diversity for the state. One of the goals of the initiative is to increase opportunity and diversity in state contracting without using policies that discriminate or that pit one racial group against another.

In accordance with the Governor's Initiative, the Florida Department of Education is dedicated to support, track and increase its minority spending with prime contractors and subcontractors. This form was developed to assist in these efforts.

The Prime Contractor shall report all Minority Subcontractors, identifying the Name, Address, Type of Certification and Dollar Amount on the form below. The Prime Contractor shall submit this form with each invoice submitted for payment, whether or not funds have been spent with a Minority Subcontractor for the period covered by the invoice. The Office of Supplier Diversity, Florida Department of Management Services will assist in furnishing names of qualified minorities. The Office of Supplier Diversity can be reached at (850/487-0915); the Internet Web address is <http://mbaao.fdles.state.fl.us/dcontent.htm>.

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

CONTRACT TITLE: _____

MBE CONTRACTORS Full Name, Address, Telephone Number	State Certified	Non- Certified	Non- Profit	Dollar Amount

Total Amount \$ _____

Certified True and Correct by:

 Prime Contractor

 Title

 Date

Submit Report to:

Ms. Gwendolyn Parker
 Office of Contracts, Grants & Procurement
 Management Services
 901 Turlington Bldg
 325 West Gaines Street
 Tallahassee, FL 32399-0400

For additional information, you may call Ms. Parker at 850/245-9170, or email Gwendolyn.Parker@FLDOE.org

BID CHECKLIST

(DOES NOT NEED TO BE RETURNED WITH YOUR BID)

This Checklist is provided as a **guideline only**, to assist Vendors in the preparation of their Bid response. Included are some important matters that the Bidder should check. This checklist is just a guideline, and is not intended to include all matters required by the ITB. Bidders are responsible to read and comply with the ITB in its entirety.

Check off each the following:

- 1. The Deliverables have been thoroughly reviewed for compliance to the Bid requirements.
- 2. The DMS Vendor Bid System web-site - http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu has been checked and any Addenda(s) posted have been completed, signed, and included in the Bid response.
- 3. Price(s) bid has been reviewed for accuracy and any price corrections have been initialed in ink.
- 4. The "Transmittal Letter" has been completed on company letterhead, signed, and enclosed in the Bid response.
- 5. "Disclosure Statement" has been read, completed, and enclosed in the Bid response.
- 6. The "Drug-Free Workplace Program Certification" form has been read, signed, and enclosed in the Bid response, if applicable
- 7. The "Minority Business Enterprise (MBE) Certification" attached, if applicable
- 8. The following information has been written on the Lower Left Hand Corner of the Envelope transmitting your Bid response:

BID NO.: ITB 2008-13

TITLE: DIGITAL VIDEO BROADCAST UPGRADE – IP MPEG2 ENCODER/DECODER

OPENING DATE & TIME: JANUARY 31, 2008 @ 2:00 PM