



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR

www.browardschools.com

SCHOOL BOARD

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ROBERT W. RUNCIE
Superintendent of Schools

June 18, 2015

ADDENDUM NO. 5 BID NO.:16-008B FLOOR FINISH SYSTEM

CALLED FOR 2:00 P.M. ET, JUNE 23, 2015

TO ALL BIDDERS:

Amend the above referenced Bid in the following particulars only:

- | | |
|---------------------------------------|---|
| 1. DELETE: Page 8 of 48 Pages | INSERT: Page 8 of 48 Pages - REVISED - |
| 2. DELETE: Page 19 of 48 Pages | INSERT: Page 19 of 48 Pages - REVISED - |
| 3. DELETE: Page 20 of 48 Pages | INSERT: Page 20 of 48 Pages - REVISED - |

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid Form 3270D," Page 1 of Bid No. 16-008B, Bidder certifies acceptance of this Addendum.

Respectfully,

Bernadette Green, MPA
Procurement and Warehousing Services

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on a **FLOOR FINISH SYSTEM** as specified herein. Unit price for each item in a group shall be "all inclusive" to include specification requirements, delivery, shipping and packaging costs, training costs and be shipped F.O.B. Destination. No additional costs will be allowed. All deliveries shall be made to the Material Logistics Center (Warehouse), 3800 NW 10th Avenue, Fort Lauderdale, Florida 33309. SBBC personnel will unload. **One hard-copy bid and one identical electronic version of the bid, in PDF format on a CD/flash drive, should be submitted in time for bid opening.**
2. **BRAND STANDARDIZATION:** In accordance with SBBC Policy 3320, Part II, Rule R., Bids will be accepted only on the brands specified and approved by FSPMA. Additional products not indicated in this bid can be submitted for Performance Testing. The Custodial Grounds Department will physically test the approved brands listed on this bid. These brands have met the safety requirements of the SBBC.

The brands stated in this bid have been tested by Florida School Plant Management Association (FSPMA) which meet specification requirements as established by the association Type IV: Ultra-High Speed Floor Care (>1500 RPM). Award shall be determined by a Performance Test for each floor finish product as stated in Special Condition 3. A floor finish system stated in this ITB is **not** considered an approved product until the system meets the performance testing requirement through the Physical Plant Operations Department.

In the event that any item supplied does not prove satisfactory, that item will be removed from the approved list until such time as correction is made to the satisfaction of SBBC.

3. **PERFORMANCE TESTING:** In order to provide safe and effective floor finish chemicals to the School District's Physical Plants Operations Department, the Risk Management and Custodial/Grounds Departments have evaluated new floor finish chemicals prior to the release of this bid. The Custodial/Grounds Department will physically test the FSPMA brands listed in this bid. The FSPMA brands have met the safety requirements and cleaning needs of the School District. **Vendors wishing to bid the Floor Finish System shall submit samples of their complete system for performance testing to the Custodial/Grounds Department at 3897 NW 10th Ave., Fort Lauderdale, Florida 33309. Samples for testing will be accepted only on the FSPMA brands stated on the Bid Summary Sheets. Enough product shall be submitted to remove 2,000 square feet of floor finish and finish (5 coats) and maintain 1,000 square feet of VCT tile.**

Samples must be submitted by June 8, 2015. Late samples will NOT be considered for performance testing.

In order to be further considered for award, all performance requirements must meet a performance test and the determination if the product meets the performance test shall be determined by the evaluators. Should a testing procedure fail that is stated on the Custodial Product Evaluation form, the product will not be considered for award.

There will be two test phases. On June 11-12 and 15-16, 2015 the submitted stripper samples will be used to remove the current floor finish and the submitted floor finish samples will be applied.

On July 13-16, 2015, the submitted stripper will be used to remove the submitted floor finish samples and testing will be completed.

There will be Public Access to testing in which the dates and times will be posted at a later date.

VENDOR NAME: _____

BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

		<u>UNIT PRICE</u>
<u>ITEM 1B:</u>	TO BE AWARDED AS A GROUP	
	30,000 (1000063)	
	Containers FLOOR FINISH, WATER EMULSION TYPE, DETERGENT RESISTANT	
	See FSPMA Sets for Floor Finish Systems	\$_____/Container (for ordering purposes only)
	Manufacturer: _____	
	Brand Name: _____	
	Product Number: _____	
	Number of Containers per Case: _____	
	5 Gallon Bucket Container or 5 Gallon Bag-In-A-Box is acceptable	
	Delivery Time (days ARO): _____	
	Minimum Shipment: _____	
	(must not exceed 400 Bucket Container or Bag-In-A Box)	

What kind of label will be affixed to each container? _____
(See Special Condition 22)

**ITEM 1B WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
ONE GALLON OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- | | | |
|----|---|--------------------------|
| A. | COST PER GALLON OF FLOOR FINISH
(Container price (stated above) divided by number of gallons in container) | \$_____/gallon
(A) |
| B. | NUMBER OF GALLONS OF PRODUCT REQUIRED TO COVER 1,000 SQUARE
FEET OF FLOORING WITH ONE COAT OF FINISH (See Special Condition 26) | _____/gallon
(B) |
| C. | ESTIMATED NUMBER OF SQUARE FEET TO BE COVERED WITH ONE COAT. | 30,000,000 sq.ft.
(C) |
| D. | NUMBER OF GALLONS REQUIRED TO COVER 30,000,000 SQUARE OF
VCT FLOOR WITH ONE COAT OF FLOOR FINISH. (Multiply B x C [\div 1,000]) | _____
(D) |
| E. | TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VCT FLOORING
WITH ONE COAT OF FLOOR FINISH. (Multiply A x D) | \$_____
(E) |

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, D AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

	TO BE AWARDED AS A GROUP	<u>UNIT PRICE</u>
<u>ITEM 1C:</u>	4,725 (1000065) cases DETERGENT, SYNTHETIC, GENERAL PURPOSE See FSPMA Sets for Floor Finish Systems Manufacturer: _____ Brand Name: _____ Product Number: _____ Number of Containers per Case: _____ (Gallon Containers) Delivery Time (days ARO): _____ Minimum Shipment: _____ (must not exceed 50 cases)	\$_____/cs (for ordering purposes only)

What kind of label will be affixed to each container? _____
(See Special Condition 22)

**ITEM 1C WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
150,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED GENERAL PURPOSE SYNTHETIC DETERGENT (Divide unit price per case of four one-gallon containers by 512 ounces)	\$_____/ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION FOR HEAVY SOIL (See Special Condition 26)	_____/ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$_____/gallon of solution (C)
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	150,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 150,000 GALLONS OF SOLUTION (Multiply C x D)	\$_____ (E)

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
BNG



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ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

June 11, 2015

ADDENDUM NO. 4 BID NO.:16-008B FLOOR FINISH SYSTEM

CALLED FOR 2:00 P.M. ET, JUNE 23, 2015

TO ALL BIDDERS:

Amend the above referenced Bid in the following particulars only:

1. Attached is the response to the question received.
2. **DELETE:** Page 16 of 48 Pages **INSERT:** Page 16 of 48 Pages - **REVISED** -
3. **DELETE:** Page 17 of 48 Pages **INSERT:** Page 17 of 48 Pages - **REVISED** -

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid Form 3270D," Page 1 of Bid No. 16-008B, Bidder certifies acceptance of this Addendum.

Respectfully,

Bernadette Green, MPA
Procurement and Warehousing Services

➤ **QUESTION #1:**

We would like to know how Broward Schools would gage a product that provides a dilution range such as 1:3 – 1:20, but no stated heavy duty dilution as per one of the FSPMA approved product directions. If the product is tested or submitted at more than one dilution, than it would only be fair to test the other products at multiple dilutions so one company is not provided an advantage. We would also like to know, if a stripper fails at the stated heavy duty dilution, will it be excluded from the bid?

ANSWER TO QUESTION #1:

Dilution Rate and Control: Dilution Rate, as stated by the Bidder on the Bid Summary Sheets, shall be based upon the manufacturers recommended dilution ratio for heavy cleaning. When a range of dilution ratios are recommended by the manufacturer, the dilution ratio with the highest concentration of product (heavy soil surfaces) shall be used for calculation purposes and Item 3 on page 8 of 48 Samples must be submitted by June 8, 2015. Late samples will NOT be considered for performance testing. Products will all be tested through evaluation score sheets (Section 7, Attachment 2). In order to be considered for award, all performance requirements must receive a "Yes. If a "No" is received, the product will not be considered for award.

➤ **QUESTION #2:**

Will the staff have the floor finish coverages available to them at the time of testing?

ANSWER TO QUESTION #2:

Yes.

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

Please note that only one set from the table below can be chosen. Please select a Gloss Restorer that is compatible with the manufacturer set that is chosen.

FSPMA Sets for Floor Finish Systems Type IV: Ultra-High Speed Floor Care (>1500 RPM)			
Set Number	Manufacturer	Product Name	Corresponds with Item No.
One Gloss Restorer to go with any of the National Chemical Laboratories sets	National Chemical Laboratories	Spit Shine Ultra High Speed Kleen & Burnish	1A
	National Chemical Laboratories	Pop & Shine Gloss Restorer	1A
1	National Chemical Laboratories	Picture Perfect Low Maintenance High Traffic Floor Finish	1B
1	National Chemical Laboratories	3- Bare Bones Stripper	1D
1	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
2	National Chemical Laboratories	One Coat 25 Super Hi-Gloss Floor Finish	1B
2	National Chemical Laboratories	3- Bare Bones Stripper	1D
2	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
3	National Chemical Laboratories	1- Invincible, Mega Wear, Low Odor Floor Finish #0595	1B
3	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
3	National Chemical Laboratories	3- Bare Bones Stripper	1D
4	National Chemical Laboratories	One Coat 25 Super Hi-Gloss Floor Finish	1B
4	National Chemical Laboratories	3- Bare Bones Stripper	1D
4	National Chemical Laboratories	Nu-Kleen	1C
Gloss Restorer to go with any of the Simoniz USA, Inc. sets	Simoniz USA, Inc.	Ultra-Line Restorer	1A
5	Simoniz USA, Inc.	1- Ultra Line Show Off Plus Acrylic Floor Finish	1B
5	Simoniz USA, Inc.	2- Ultra Line All Purpose Neutral Cleaner	1C
5	Simoniz USA, Inc.	3- Zip Strip #Z6050	1D
6	Simoniz USA, Inc.	1- Ultra Line Show Off Plus Acrylic Floor Finish	1B
6	Simoniz USA, Inc.	2- AP-7 All Purpose Neutral Cleaner	1C
6	Simoniz USA, Inc.	3- Ultra Line Stripper NC Floor Stripper	1D

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

FSPMA Sets for Floor Finish Systems Type IV: Ultra-High Speed Floor Care (>1500 RPM) (continued)			
Set Number	Manufacturer	Product Name	Corresponds with Item No.
7	Simoniz USA, Inc.	Mega Shine Liquid Acrylic Floor Finish CS0657004	1B
7	Simoniz USA, Inc.	3- Zip Strip #Z6050	1D
7	Simoniz USA, Inc.	2- AP-7 All Purpose Neutral Cleaner	1C
Gloss Restorer to go with any of the Spartan Chemical Company sets	Spartan Chemical Company	SunSwept	1A
8	Spartan Chemical Company	1- Floorfront Floor Finish	1B
8	Spartan Chemical Company	2- Green Solutions Floor Finish Remover	1D
8	Spartan Chemical Company	3- Tribasic Multipurpose Cleaner (Type I) #3830	1C
9	Spartan Chemical Company	Green Scene ZF-Finish	1B
9	Spartan Chemical Company	Green Scene AP-Cleaner	1C
9	Spartan Chemical Company	Green Scene GS-Stripper	1D



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ROBERT W. RUNCIE
Superintendent of Schools

June 5, 2015

ADDENDUM NO. 3 BID NO.:16-008B FLOOR FINISH SYSTEM

CALLED FOR 2:00 P.M. ET, JUNE 23, 2015

Chair
Vice Chair

TO ALL BIDDERS:

Amend the above referenced Bid in the following particulars only:

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Respectfully,

Bernadette Green, MPA
Procurement and Warehousing Services

➤ **QUESTION #1:**

When completing the bid, utilizing the dilution rate that is found to perform to the tester's approval would give the School Board a more accurate end-use cost as compared to utilizing a suggested and unproven dilution rate on the containers which only provide a beginning point for the job at hand. Only 5 coats of finish are to be applied. This is the manufacturers' minimum recommended amount of coats of finish to be applied. This is a minimal test that does not reflect the actual conditions. For 5 coats we would recommend our stripper be diluted at 1:16, but the bid states that this item will be calculated based on the heavy duty dilution rate. This does not reflect the functionality or performance of the product.

ANSWER TO QUESTION #1:

We currently use both National Chemical Laboratories (NCL) strippers and our floor crew is currently using 1:5 ratio not 1:16.

➤ **QUESTION #2:**

For item #1C Detergent, Synthetic, the bid requires that the heavy dilution be used in the calculation of the cost. The heavy dilution of a detergent is not used in daily floor care maintenance nor is the personnel trained in using this dilution. The testing conditions will not reflect heavy soil conditions either. For both testing and calculation purposes it would be more accurate to use the Light or General Floor Cleaning dilution. This will provide Broward County Schools with a more accurate cost.

ANSWER TO QUESTION #2:

There is no need to change the calculation that we are currently using. The calculation for heavy soil is the preferred calculation of this bid.

➤ **QUESTION #3:**

For item #1B Floor Finish, the bid requires that the number of ounces be provided that it would take to cover 1,000 square feet of flooring with one coat of finish. This coverage can be verified by the submitted manufacturer's data sheet. Will you confirm that when a range of coverage is provided by the manufacturer (2,000 – 2,500 sq. ft.) that the lower of the range will be used for bid calculation purposes?

ANSWER TO QUESTION #3:

We are testing a 1,000 SF area with each product so we will know approximately the coverage area of a gallon of wax but every person will use a different amount depending on how hard they wring their mop. A manufacturer can give a wide spread for coverage, with the same person applying all samples we can get an idea of the average coverage for each brand. The bidders are going to use the higher number but it will be field verified in the test for accuracy. Some manufacturers do not use a range but only use a high coverage number, if we use other companies low number the companies that use the set number will have the advantage.

➤ **QUESTION #4:**

The current test for the floor finish is for approximately three weeks during the summer. Such a short test period with minimum to no traffic falls far short of the real-world conditions that will be experienced once school is back in session. Considering that the largest cost in floor care maintenance is labor, a floor finish that may receive approval on a short, low traffic test may require a custodian to maintain the floors more often or scrub and recoat more often which not only increases the amount of product that is used, but the cost of the labor involved. Approximately 85-90% of the floor maintenance cost is from labor. Less than 5% of the total cost comes from floor finish.

ANSWER TO QUESTION #4:

We are testing at a school that will be occupied with summer school.

➤ **QUESTION #5:**

It is not specified within the bid, but can product systems be mixed and matched as long as they are from the same manufacturer? Products from the same manufacturer are compatible with each other and can be used interchangeably.

ANSWER TO QUESTION #5:

It has always been the intent to use complete FSPMA Certified sets and not mix products.

➤ **QUESTION #6:**

The bid requires that the manufacturer provide product support and annual training throughout the contract. This also includes any emergency calls or issues that may arise. To insure that this service and an immediate response will be provided, Broward County Schools should require that such personnel live within the tri-county area.

ANSWER TO QUESTION #6:

The representatives that provide support have large areas to cover. Having someone live locally does not guarantee that they are not traveling out of the country or in another state.

➤ **QUESTION #7:**

Finally, in reviewing bid #16-008B Floor Finish Systems it states that, "On July 13-16, 2015, the submitted stripper will be used to remove the submitted floor finish samples and testing will be completed." This is nearly a month after the bid opening date of June 23, 2015. I would ask if the bid opening date could be put back until after the testing is completed so that bidders know which products have been approved and what they can bid on. Also, having the bid opening prior to the completion of the testing, the purchasing department would be responsible for going through all the bids that were received and extracting those that don't have approved products.

ANSWER TO QUESTION #7:

This would limit the competition and as we discussed the time frame allows for the Purchasing Department to evaluate all bids.

➤ **QUESTION #8:**

There does appear to be products crossed off in the enclosed addendum. Originally we were intending to bid all three Simoniz sections, please advise.

ANSWER TO QUESTION #8:

The crossed out Simoniz sets were pulled from the bid due to Simoniz Ultra Line Show Off being removed from the FSPMA list.

➤ **QUESTION #9:**

Any word on testing schedule and what schools it will be held at?

ANSWER TO QUESTION #9:

Please see below for Phase One of the Performance Testing.

The testing will be conducted at: Liberty Elementary School
2450 Banks Road
Margate, FL 33063

Dates:	National Chemical Laboratories	June 10-11, 2015
	(NCL)	
	Spartan	June 16, 2015
	Simoniz	June 17, 2015

The testing will begin each day at 2:00pm.

NOTE: Based upon the manufacturer's brands that are submitted, only vendors whose products are being performance tested can attend the testing date and location as shown above.



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NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

June 4, 2015

ADDENDUM NO. 2 BID NO.:16-008B FLOOR FINISH SYSTEM

CALLED FOR 2:00 P.M. ET, JUNE 23, 2015

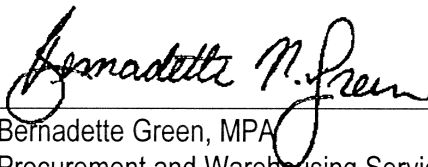
TO ALL BIDDERS:

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1. Attached is the response to the question received.

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Respectfully,



Bernadette Green, MPA
Procurement and Warehousing Services

➤ **QUESTION #1:**

Buckeye products were approved on the last bid that was out for Floor finishing system, is there a reason our products have been removed from the bid this go around? I was not aware of any testing that would remove us as a potential vendor, as the schools were under a cone of silence and could not give me any information about the bid.

ANSWER TO QUESTION #1:

The strippers listed in the FSPMA Type IV Floor Finish System for Buckeye were not approved by the School Board of Broward County's Risk Management Department. The stripper approved for use on the previous bid was not included on the latest FSPMA Type IV Floor Finish System list. Also, Buckeye would not package the Stripper and Cleaner as required on the last Bid.

➤ **QUESTION #2:**

We are now trying to make sure that for every project we post on our plan room we have some sort of rough estimate or ballpark figure for how much the project will cost. Could you please provide a rough estimate of the project value for the project listed above?

ANSWER TO QUESTION #2:

The estimated project value of this ITB is \$1,200,000.

➤ **QUESTION #3:**

We have multiple approved products that are noted on the bid for testing. Because the bid is due (23 June) before the testing will be finalized. Can we bid 2 finishes and 2 strippers?

ANSWER TO QUESTION #3:

It is recommended that vendors submit a bid for any amount of Floor Finish Sets listed as approved products on the bid documents.

➤ **QUESTION #4:**

In Reference to Section 4, Special Conditions #3. Performance Testing: Does each vendor individually have to supply samples even though Manufacturer has already supplied another vendor with Samples? And that vendor will be supplying to the School Board?

ANSWER TO QUESTION #4:

We will only test each set of approved products one time. Bidding distributors will need to coordinate with the manufacturer to determine who is submitting the products.

➤ **QUESTION #5:**

The bid award tab is for bid 15-079B. The last bid that I have on file is bid 15-039B. It shows the following quantity estimates: Gloss Restorer 2,200 cases, Floor Finish 30,000 pails etc.

If I divide the quantities there into the bid award tab figures, they don't make sense. For example the total gloss restorer figure in the bid tab is \$1,993.36. At 2,200 cases that is less than a \$1.00 a case.

To come up with a competitive price, we need to know how many gallons are reflected in the bid award. Do you have those numbers?

ANSWER TO QUESTION #5:

Please see the attached Bid Summary Sheet for ITB 15-079B. The quantities being used are reflected in the bid.



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

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):
NOVEMBER 18, 2014

ITB NO.:
15-079B

RELEASE DATE:
OCTOBER 17, 2014

PURCHASING AGENT:
Mr. Charles High
754-321-0527

Bids must be submitted to Procurement and Warehousing Services and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:
FLOOR FINISH SYSTEM

SECTION 1, Bidder Acknowledgement

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

Bidder's Name and state "Doing Business As", where applicable:
National Chemical Laboratories Inc.

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

Address: **401 N. 10th Street**

P.O. Address: **PO Box 824633**

City: **Philadelphia**

State: **PA**

Zip Code: **19123**

City: **Philadelphia**

Telephone Number: **(215) 922-1200**

State: **PA**

Zip Code: **19182-4633**

Toll Free Number: **(800) 628-2436**

Contact: **Tom Leshier**

Fax Number: **(215) 922-5517**

Telephone Number: **(215) 922-1200**

E-Mail Address of Authorized Representative: **HPOLLACK@NCLONLINE.COM**

Toll Free Number: **(800) 628-2436**

E-mail Address to Send Purchase Orders:

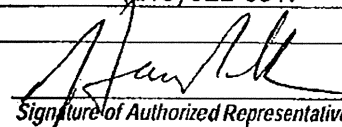
ORDERS@NCLONLINE.COM

Fax Number: **(215) 922-5517**

Federal Tax Identification Number: **23-1541429**

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

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


Signature of Authorized Representative (Manual)

Harry Pollack
Name of Authorized Representative (Typed or Printed)

President
Title

SECTION 2, Submittal Requirements

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

☐ Bid Bond

☐ Descriptive Literature

☐ Licenses

☐ Material Safety Data Sheets

Special Condition ____

Special Condition ____

Special Condition ____

Special Condition ____

☐ Manufacturers Authorization

☐ References

☐ Bidder Questionnaire

☐ Other

Special Condition ____

Special Condition ____

Special Condition ____

Special Condition ____

Special Condition ____

☒ Bidder's Preference Statement

Special Condition 7

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

National Chemical Laboratories, Inc.

BID NUMBER	15-079B	OPEN DATE	11/18/14	BUYER	Charles High
BID TITLE	FLOOR FINISH SYSTEM				

BID DRAFT WAS APPROVED BY: ROY NORTON, MANAGER I, CUSTODIAL GROUNDS DEPARTMENT
BIDS RECEIVED WERE EVALUATED BY: RICH VOLPI, SUPERVISOR, CUSTODIAL GROUNDS DEPARTMENT
RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER MEETING SPECIFICATIONS, TERMS & CONDITIONS.

The School
FLOOR FIN

SECTION 5. BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

ITEM 1A: **TO BE AWARDED AS A GROUP** **UNIT PRICE**
800 cases (1000062)
GLOSS RESTORER.
Approved Brands: National Chemical Labs – Split Shine
#0575 or Buckeye "Floor Tonic" only.

\$ 45.36 /cs
(for ordering purposes only)

Manufacturer: National Chemical Laboratories, Inc.

Brand Name: Split Shine

Product Number: 0575

Number of Containers per Case: 4
(Gallon Containers)

Delivery Time (days ARO): 10 Days ARO

Minimum Shipment: 50 cases
(must not exceed 50 cases)

Kind of label will be affixed to each container? Chemical Resistant Label
Special Condition 19)

**1 1A WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

45.360000 ÷
512.000000 =
0.088594 +
0.088594 ×
1.000000 =
0.088594 +
0.088594 ×
22,500.000000 =
1,993.365000 +
~~1,993.365000~~

NCE OF UNDILUTED GLOSS RESTORER
per case of four one-gallon containers by 512 ounces) \$0.08859 /ounce
(A)
UNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON
FOR HEAVY SOIL (See Special Condition 26) 1 /ounce
(B)
GALLON OF SOLUTION (Multiply A x B) \$0.08859 /gallon of
(C) solution
GALLONS OF SOLUTION REQUIRED 22,500 gallons of
(D) solution

TO PRODUCE 22,500 GALLONS OF SOLUTION

\$ 1,993.36

(E)

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: National Chemical Laboratories, Inc.
CVH/ch

SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

		UNIT PRICE
ITEM 1B:	TO BE AWARDED AS A GROUP	
30,000	(1000063)	
Containers	FLOOR FINISH, WATER EMULSION TYPE, DETERGENT RESISTANT	
	Approved Brands: National Chemical Labs - "One" or Buckeye "Clarion" 25 only.	\$ 47.10 /Container
	(See Page 18 for Specifications for Item 1B)	(for ordering purposes only)
	Manufacturer: <u>National Chemical Laboratories, Inc.</u>	

Brand Name: One

Product Number: 0590

Number of Containers per Case: 1
5 Gallon Bucket Container or 5 Gallon Bag-In-A-Box is
acceptable
Delivery Time (days ARO): 10 Days ARO

Minimum Shipment: 400 Containers
(must not exceed 400 Bucket Container or Bag-In-A Box)

What kind of label will be affixed to each container? Silkscreen / Chemical Resistant Label
(See Special Condition 19)

**ITEM 1A WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
ONE GALLON OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- | | | |
|----|--|-------------------------------|
| A. | COST PER GALLON OF FLOOR FINISH
(Container price (stated above) divided by number of gallons in container) | <u>\$ 9.42</u> /gallon
(A) |
| B. | NUMBER OF GALLONS OF PRODUCT REQUIRED TO COVER 1,000 SQUARE
FEET OF FLOORING WITH ONE COAT OF FINISH (See Special Condition 26) | <u>0.303</u> /gallon
(B) |
| C. | ESTIMATED NUMBER OF SQUARE FEET TO BE COVERED WITH ONE COAT. | 30,000,000 sq.ft.
(C) |
| D. | NUMBER OF GALLONS REQUIRED TO COVER 30,000,000 SQUARE OF
VCT FLOOR WITH ONE COAT OF FLOOR FINISH. (Multiply B x C [+ 1,000]) | <u>9,090</u>
(D) |
| E. | TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VCT FLOORING
WITH ONE COAT OF FLOOR FINISH. (Multiply A x D) | <u>\$ 85,627.80</u>
(E) |

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, D AND E) IN ORDER TO BE CONSIDERED FOR AWRD.

VENDOR NAME: National Chemical Laboratories, Inc.
CVH/ch

School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

**UNIT
PRICE**

ITEM 1C: TO BE AWARDED AS A GROUP
4,725 (1000065)
cases DETERGENT, SYNTHETIC, GENERAL PURPOSE
Approved Brands: National Chemical Labs "Floor
Cleaner NuKleen", "Ready Set Clean" or "Max" or
Buckeye "True 7" only.

\$ 102.20 /cs
(for ordering purposes only)

Manufacturer: National Chemical Laboratories, Inc.

Brand Name: MAXI

Product Number: 3594

Number of Containers per Case: 4
(Gallon Containers)

Delivery Time (days ARO): 10 Days ARO

Minimum Shipment: 50 cases
(must not exceed 50 cases)

What kind of label will be affixed to each container? Chemical Resistant Label
(See Special Condition 19)

**ITEM 1A WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
150,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- A. COST PER OUNCE OF UNDILUTED GENERAL PURPOSE SYNTHETIC DETERGENT (Divide unit price per case of four one-gallon containers by 512 ounces) \$ 0.19961 /ounce
(A)
- B. NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION FOR HEAVY SOIL (See Special Condition 26) 0.25 /ounce
(B)
- C. COST PER GALLON OF SOLUTION (Multiply A x B) \$ 0.04990 /gallon of solution
(C)
- D. ESTIMATED GALLONS OF SOLUTION REQUIRED 150,000 gallons of solution
(D)
- E. TOTAL COST TO PRODUCE 150,000 GALLONS OF SOLUTION (Multiply C x D) \$ 7,485.35
(E)

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: National Chemical Laboratories, Inc.
CVH/ch

798
861

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

UNIT
PRICE

ITEM 1D: TO BE AWARDED AS A GROUP
25,000 (1000064)
Cases REMOVER, FLOOR FINISH, WATER EMULSION TYPE
Approved Brands: National Chemical Labs "Bare
Bones Low" or Buckeye "Penetrate" only.

\$ 41.16 /cs
(for ordering purposes only)

Manufacturer: National Chemical Laboratories, Inc.

Brand Name: Bare Bones Low Odor

Product Number: 1051

Number of Containers per Case: 4
(Gallon Containers)

Delivery Time (days ARO): 10 Days ARO

Minimum Shipment: 50 cases
(must not exceed 50 cases)

What kind of label will be affixed to each container? Chemical Resistant Label
(See Special Condition 19)

ITEM 1D WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
30,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:

A. COST PER OUNCE OF UNDILUTED FLOOR FINISH REMOVER (Divide unit price \$ 0.08039 /ounce
per case of four one-gallon containers by 512 ounces) (A)

B. NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON 25 /ounce
OF SOLUTION FOR HEAVY SOIL (See Special Condition 26) (B)

C. COST PER GALLON OF SOLUTION (Multiply A x B) \$ 2.00977 /gallon of
(C) solution

D. ESTIMATED GALLONS OF SOLUTION REQUIRED 30,000 gallons of
(D) solution

E. TOTAL COST TO PRODUCE 30,000 GALLONS OF SOLUTION \$ 60,292.97
(Multiply C x D) (E)

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: National Chemical Laboratories, Inc.
CVH/ch



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR

www.browardschools.com

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LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

June 2, 2015

ADDENDUM NO. 1 BID NO.:16-008B FLOOR FINISH SYSTEM

CALLED FOR 2:00 P.M. ET, JUNE 23, 2015

TO ALL BIDDERS:

Amend the above referenced Bid in the following particulars only:

1. Attached is the response to the question received.
2. **DELETE:** Page 8 of 48 Pages **INSERT:** Page 8 of 48 Pages - **REVISED** -
3. **DELETE:** Page 16 of 48 Pages **INSERT:** Page 16 of 48 Pages - **REVISED** -
4. **DELETE:** Page 17 of 48 Pages **INSERT:** Page 17 of 48 Pages - **REVISED** -
5. **DELETE:** Page 33 of 48 Pages **INSERT:** Page 33 of 48 Pages - **REVISED** -

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid Form 3270D," Page 1 of Bid No. 16-008B, Bidder certifies acceptance of this Addendum.

Respectfully,

Bernadette Green, MPA
Procurement and Warehousing Services

➤ **QUESTION #1:**

I have been trying to find the tabulation from the previous years award for the Floor Finish System. I have been all that way back through the Demandstar system back to 2012. There is info on the bid, reworkings of the bid specs but no info on what the award winning prices were. Can you let me have this info please? I assume you must have it somewhere in the computer system.

ANSWER TO QUESTION #1:

Please see attached for the previous bid tabulation.

➤ **QUESTION #2:**

Please clarify; is BID 16-008B available ONLY to M/WBE businesses or is it open to all?

ANSWER TO QUESTION #2:

This bid is open to all vendors.

➤ **QUESTION #3:**

Can you provide me a recap for your current floor care products and their pricing.

ANSWER TO QUESTION #3:

Please see attached for the previous bid tabulation.

➤ **QUESTION #4:**

Can the performance testing be done with medium soil?

ANSWER TO QUESTION #4:

No.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on a **FLOOR FINISH SYSTEM** as specified herein. Unit price for each item in a group shall be "all inclusive" to include specification requirements, delivery, shipping and packaging costs, training costs and be shipped F.O.B. Destination. No additional costs will be allowed. All deliveries shall be made to the Material Logistics Center (Warehouse), 3800 NW 10th Avenue, Fort Lauderdale, Florida 33309. SBBC personnel will unload. **One hard-copy bid and one identical electronic version of the bid, in PDF format on a CD/flash drive, should be submitted in time for bid opening.**
2. **BRAND STANDARDIZATION:** In accordance with SBBC Policy 3320, Part II, Rule R., Bids will be accepted only on the brands specified and approved by FSPMA. Additional products not indicated in this bid can be submitted for Performance Testing. The Custodial Grounds Department will physically test the approved brands listed on this bid. These brands have met the safety requirements of the SBBC.

The brands stated in this bid have been tested by Florida School Plant Management Association (FSPMA) which meet specification requirements as established by the association Type IV: Ultra-High Speed Floor Care (>1500 RPM). Award shall be determined by a Performance Test for each floor finish product as stated in Special Condition 3. A floor finish system stated in this ITB is **not** considered an approved product until the system meets the performance testing requirement through the Physical Plant Operations Department.

In the event that any item supplied does not prove satisfactory, that item will be removed from the approved list until such time as correction is made to the satisfaction of SBBC.

3. **PERFORMANCE TESTING:** In order to provide safe and effective floor finish chemicals to the School District's Physical Plants Operations Department, the Risk Management and Custodial/Grounds Departments have evaluated new floor finish chemicals prior to the release of this bid. The Custodial/Grounds Department will physically test the FSPMA brands listed in this bid. The FSPMA brands have met the safety requirements and cleaning needs of the School District. **Vendors wishing to bid the Floor Finish System shall submit samples of their complete system for performance testing to the Custodial/Grounds Department at 3897 NW 10th Ave., Fort Lauderdale, Florida 33309. Samples for testing will be accepted only on the FSPMA brands stated on the Bid Summary Sheets. Enough product shall be submitted to remove 2,000 square feet of floor finish and finish (5 coats) and maintain 1,000 square feet of VCT tile.**

Samples must be submitted by June 8, 2015. Late samples will NOT be considered for performance testing.

Products will all be tested through evaluation score sheets (Section 7, Attachment 2). In order to be further considered for award, all performance requirements must receive a "Yes". If a "No" is received, the product will not be considered for award.

There will be two test phases. On June 11-12 and 15-16, 2015 the submitted stripper samples will be used to remove the current floor finish and the submitted floor finish samples will be applied.

On July 13-16, 2015, the submitted stripper will be used to remove the submitted floor finish samples and testing will be completed.

There will be Public Access to testing in which the dates and times will be posted at a later date.

VENDOR NAME: _____

BNG

The School Board of Broward County, Florida

FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

Please note that only one set from the table below can be chosen. Please select a Gloss Restorer that is compatible with the manufacturer set that is chosen.

FSPMA Sets for Floor Finish Systems Type IV: Ultra-High Speed Floor Care (>1500 RPM)			
Set Number	Manufacturer	Product Name	Corresponds with Item No.
One Gloss Restorer to go with any of the National Chemical Laboratories sets	National Chemical Laboratories	Spit Shine Ultra High Speed Kleen & Burnish	1A
	National Chemical Laboratories	Pop & Shine Gloss Restorer	1A
1	National Chemical Laboratories	Picture Perfect Low Maintenance High Traffic Floor Finish	1B
1	National Chemical Laboratories	3- Bare Bones Stripper	1D
1	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
2	National Chemical Laboratories	One Coat 25 Super Hi-Gloss Floor Finish	1B
2	National Chemical Laboratories	3- Bare Bones Stripper	1D
2	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
3	National Chemical Laboratories	1- Invincible, Mega Wear, Low Odor Floor Finish #0595	1B
3	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
3	National Chemical Laboratories	3- Bare Bones Stripper	1D
4	National Chemical Laboratories	One Coat 25 Super Hi-Gloss Floor Finish	1B
4	National Chemical Laboratories	3- Bare Bones Stripper	1D
4	National Chemical Laboratories	Nu-Kleen	1C
Gloss Restorer to go with any of the Simoniz USA, Inc. sets	Simoniz USA, Inc.	Ultra-Line Restorer	1A
5	Simoniz USA, Inc.	1- Ultra Line Show Off Plus Acrylic Floor Finish	1B
5	Simoniz USA, Inc.	2- Ultra Line All Purpose Neutral Cleaner	1C
5	Simoniz USA, Inc.	3- Zip Strip #Z6050	1D
6	Simoniz USA, Inc.	1- Ultra Line Show Off Plus Acrylic Floor Finish	1B
6	Simoniz USA, Inc.	2- AP-7 All Purpose Neutral Cleaner	1C
6	Simoniz USA, Inc.	3- Ultra Line Stripper NC Floor Stripper	1D

VENDOR NAME: _____

BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET

FSPMA Sets for Floor Finish Systems Type IV: Ultra-High Speed Floor Care (>1500 RPM) (continued)			
Set Number	Manufacturer	Product Name	Corresponds with Item No.
7	Simoniz USA, Inc.	Mega Shine Liquid Acrylic Floor Finish CS0657004	1B
7	Simoniz USA, Inc.	3- Zip Strip #Z6050	1D
7	Simoniz USA, Inc.	2- AP-7 All Purpose Neutral Cleaner	1C
Gloss Restorer to go with any of the Spartan Chemical Company sets	Spartan Chemical Company	SunSwept	1A
8	Spartan Chemical Company	1- Floorfront Floor Finish	1B
8	Spartan Chemical Company	2- Green Solutions Floor Finish Remover	1D
8	Spartan Chemical Company	3- Tribasic Multipurpose Cleaner (Type I) #3830	1C
9	Spartan Chemical Company	Green Scene ZF-Finish	1B
9	Spartan Chemical Company	Green Scene AP-Cleaner	1C
9	Spartan Chemical Company	Green Scene GS-Stripper	1D

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 1

VENDOR / MANUFACTURER TRAINING

DATE: _____

TO: Custodial Supervisors, Physical Plant Operations

FROM: _____ **COMPANY NAME:** _____

**SUBJECT: BID 16-008B – FLOOR FINISH SYSTEMS
FACILITIES SERVICEPERSON TRAINING AND SUPPORT**

This form is being used to ensure Facilities Servicepersons are being properly trained on all chemical purchases for their facility. Training will be conducted and documented in accordance with Section 4, Special Condition 20 of the subject bid.

After training has been accomplished, this form must be sent to **The School Board of Broward County, Florida, Physical Plant Operations, 3810 NW 10th Avenue, Oakland Park, FL 33309.** Physical Plant Operations will keep a record of all training conducted for each piece of equipment/chemical for the term of the contract.

Company Name and Address: _____

Name and Type of Product: _____

Trainer's Name and Signature: _____
(printed name) (signature)

Name of Product: _____

SBBC Location Name: _____

Brief Synopsis of Training Provided: _____

EMPLOYEES RECEIVING TRAINING: (Print Names)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Training was conducted to the satisfaction of the Facilities Servicepersons.

(Printed name and signature of Head Facilities Serviceperson)

VENDOR NAME: _____

BNG

The School Board of Broward County, Florida
Procurement & Warehousing Services

ITB No.: <u>15-079B</u>	Tentative Board Meeting Date: <u>JANUARY 21, 2015</u>
Description: <u>FLOOR FINISH SYSTEM TERM CONTRACT</u>	Notified: <u>170</u> Downloaded: <u>24</u>
	ITB Rec'd: <u>1</u> No Bids: <u>1</u>
For: <u>MATERIALS LOGISTICS</u> (School/Department)	ITB Opening: <u>NOVEMBER 18, 2014</u>
Fund: <u>MAINTENANCE REPAIR AND OPERATING FUNDS</u>	Advertised Date: <u>OCTOBER 17, 2014</u>
<u>FOR MATERIAL LOGISTICS WAREHOUSE</u>	Award Amount: <u>\$1,200,000</u>

POSTING OF ITB RECOMMENDATION/TABULATION: ITB Recommendations and Tabulations will be posted in the Procurement and Warehousing Services Department and www.Demandstar.com on **NOVEMBER 21, 2014 @ 3:00 PM**, and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, with 72 hours after the posting of the notice decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement and Warehousing Services, 7720 West Oakland Park boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to present.

RECOMMENDATION/TABULATION

VENDOR'S NAME

ITEM(S) AWARDED

NATIONAL CHEMICAL LABORATORIES, INC.

1A-D

RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER MEETING SPECIFICATIONS, TERMS, AND CONDITIONS.

CONTRACT PERIOD: JANUARY 22, 2015 THROUGH JANUARY 31, 2016*

*DUE TO ONLY ONE BID BEING RECEIVED, THE TERM OF THE CONTRACT WILL BE REDUCED TO ONE YEAR.

By:  Date: November 21, 2014
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BID TABULATION SHEET

BID NUMBER	15-079B	OPEN DATE	11/18/14	BUYER	Charles High
BID TITLE	FLOOR FINISH SYSTEM				

[illegible]

REMARKS:

BID DRAFT WAS APPROVED BY ROY NORTON, MANAGER I, CUSTODIAL GROUNDS DEPARTMENT

BIIDS RECEIVED WERE EVALUATED BY: RICH VOLPI, SUPERVISOR, CUSTODIAL GROUNDS DEPARTMENT AND CHARLES HIGH, PURCHASING AGENT, PROCUREMENT & WAREHOUSING SERVICES

RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER MEETING SPECIFICATIONS, TERMS AND CONDITIONS



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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PATRICIA GOOD,
LAURIE RICH LEVINSON
ANN MURRAY
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

May 27, 2015

Dear Prospective Bidders:

SUBJECT: Instructions to Bidders
Invitation to Bid: 16-008B – Floor Finish System

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Floor Finish System**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to Bernadette.Green@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

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

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

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to Bernadette.Green@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Bernadette N. Green
Purchasing Agent I

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	<p>The School Board of Broward County, Florida PROCUREMENT AND WAREHOUSING SERVICES 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505</p>	<h1 style="margin: 0;">INVITATION TO BID</h1> <h2 style="margin: 0;">(ITB)</h2>
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DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET): JUNE 23, 2015	ITB NO.: 16-008B	RELEASE DATE : May 27, 2015	PURCHASING AGENT: Bernadette N. Green 754-321-0524
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Bids must be submitted to Procurement and Warehousing Services and received on or before 2:00 p.m. ET on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices <u>will not</u> be read at bid opening (Florida Statute 119.071 2.)	BID TITLE: FLOOR FINISH SYSTEM
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SECTION 1, Bidder Acknowledgement

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

Bidder's Name and state "Doing Business As", where applicable:	"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.
Address:	P.O. Address:
City:	
State:	City:
Zip Code:	State:
Telephone Number:	Zip Code:
Toll Free Number:	Contact:
Fax Number:	Telephone Number:
E-Mail Address of Authorized Representative:	Toll Free Number:
E-mail Address to Send Purchase Orders:	Fax Number:

Federal Tax Identification Number:	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Signature of Authorized Representative (Manual) </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Name of Authorized Representative (Typed or Printed) </div> <div style="border-bottom: 1px solid black;"> Title </div>
------------------------------------	--

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.
 I agree that this bid cannot be withdrawn within 90 days from date due.

SECTION 2, Submittal Requirements

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

<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Descriptive Literature	<input checked="" type="checkbox"/> M/WBE Participation	<input type="checkbox"/> Material Safety Data Sheets
Special Condition ____	Special Condition ____	Exhibit A	Special Condition ____
<input type="checkbox"/> Manufacturers Authorization	<input checked="" type="checkbox"/> Conflict of Interest Form	<input type="checkbox"/> Bidder Questionnaire	<input type="checkbox"/> Other _____
Special Condition ____	Section 7, Attachment 3	Special Condition ____	Special Condition ____
<input checked="" type="checkbox"/> Bidder's Preference Statement			
Special Condition 8			

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

- a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
- b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
- c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
- d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern.

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

- a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does **not** apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
- c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

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

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

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

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

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

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

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on July 30, 2015 at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

36. (Continued):

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

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
40. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive."
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
 - b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

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

CERTIFICATION

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

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

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

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

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

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

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

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

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

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) Program. M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women persons. If the Bidder is a Certified M/WBE by SBBC, Bidder should indicate its certification number on the Bid Summary Sheet. **M/WBE participation is strongly encouraged.** For information on M/WBE Certification, contact the School Board's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendor/mwbe.htm.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- MorphoTrust USA, LLC has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.11enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbcc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.11enrollment.com/state/forms/broward/51f2c822ca09f.pdf> (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: <http://www.identogo.com>. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: MorphoTrust USA, LLC, 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
b) All departments being advised not to do business with vendor.
56. **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
57. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's termination.
58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with the State of Florida Statutes 119.071 and 286.0113.

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

60. **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

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

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on a **FLOOR FINISH SYSTEM** as specified herein. Unit price for each item in a group shall be "all inclusive" to include specification requirements, delivery, shipping and packaging costs, training costs and be shipped F.O.B. Destination. No additional costs will be allowed. All deliveries shall be made to the Material Logistics Center (Warehouse), 3800 NW 10th Avenue, Fort Lauderdale, Florida 33309. SBBC personnel will unload. **One hard-copy bid and one identical electronic version of the bid, in PDF format on a CD/flash drive, should be submitted in time for bid opening.**
2. **BRAND STANDARDIZATION:** In accordance with SBBC Policy 3320, Part II, Rule R., Bids will be accepted only on the brands specified on the Bid summary Sheet. The Custodial Grounds Department will physically test the approved brands listed on this bid. These brands have met the safety requirements of the SBBC.

The brands stated in this bid have been tested by Florida School Plant Management Association (FSPMA) which meet specification requirements as established by the association Type IV: Ultra-High Speed Floor Care (>1500 RPM). Award shall be determined by a Performance Test for each floor finish product as stated in Special Condition 3. A floor finish system stated in this ITB is **not** considered an approved product until the system meets the performance testing requirement through the Physical Plant Operations Department.

In the event that any item supplied does not prove satisfactory, that item will be removed from the approved list until such time as correction is made to the satisfaction of SBBC.

3. **PERFORMANCE TESTING:** In order to provide safe and effective floor finish chemicals to the School District's Physical Plants Operations Department, the Risk Management and Custodial/Grounds Departments have evaluated new floor finish chemicals prior to the release of this bid. The Custodial/Grounds Department will physically test the FSPMA brands listed in this bid. The FSPMA brands have met the safety requirements and cleaning needs of the School District. **Vendors wishing to bid the Floor Finish System shall submit samples of their complete system for performance testing to the Custodial/Grounds Department at 3897 NW 10th Ave., Fort Lauderdale, Florida 33309. Samples for testing will be accepted only on the FSPMA brands stated on the Bid Summary Sheets. Enough product shall be submitted to remove 2,000 square feet of floor finish and finish (5 coats) and maintain 1,000 square feet of VCT tile.**

Samples must be submitted by June 8, 2015. Late samples will NOT be considered for performance testing.

Products will all be tested through evaluation score sheets (Section 7, Attachment 2). In order to be further considered for award, all performance requirements must receive a "Yes". If a "No" is received, the product will not be considered for award.

There will be two test phases. On June 11-12 and 15-16, 2015 the submitted stripper samples will be used to remove the current floor finish and the submitted floor finish samples will be applied.

On July 13-16, 2015, the submitted stripper will be used to remove the submitted floor finish samples and testing will be completed.

There will be Public Access to testing in which the dates and times will be posted at a later date.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 4, SPECIAL CONDITIONS (Continued)

4. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through exactly three years after the date of award.** Bids will not be considered for a shorter period of time. Items will be ordered on an as-needed basis. If only one bid is received, the term of the contract will be reduced to one year.
5. **AWARD:** Bid shall be awarded in its entirety to the lowest responsive and responsible Bidder meeting all specifications, terms and conditions. Therefore, it is necessary to bid on every item in the group, in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for an item within a group will result in disqualification of the group. Bidder should carefully consider each item for conformance to specifications. In the event that one item in the group does not meet the specifications, the entire group will be disqualified.
- After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.
6. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Bernadette Green, Purchasing Agent, Procurement and Warehousing Services, 754-321-0524 or e-mail at Bernadette.Green@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Ms. Green**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
7. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 19 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 4, SPECIAL CONDITIONS (Continued)

8. **BIDDING PREFERENCE LAWS:** **ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 7, ATTACHMENT 6 TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 6, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.
9. **DELIVERY:** Bidder shall indicate delivery information on Bid Summary Sheets where indicated. Delivery is desired no later than **fifteen (15) days after receipt of order (ARO)**. Offers, which exceed this period, may be rejected if it is in the best interest of SBBC.
10. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
11. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and delivery problems.
12. **FORCE MAJEURE:** Except for the provisions of this bid, each party will be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
13. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to SBBC. **No bid will be considered unless this is agreed to by the Bidder.**
14. **MINIMUM ORDER:** Bidder is to indicate, in the space provided, their minimum shipment for each bid item, which must not exceed the minimum shipment indicated. A Bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. **When requiring SBBC to purchase in multiples due to packaging, this multiple MUST NOT exceed the minimum shipment indicated.**

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 4, SPECIAL CONDITIONS (Continued)

15. **MATERIAL SAFETY DATA SHEETS (MSDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement and Warehousing Services, a Material Safety Data Sheet (MSDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide MSDS, as requested, shall result in disqualification of Bidder for that bid item.** The District reserves the right to reject the use of any product from this bid with due cause. All MSDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services or Risk Management Department with revised MSDS on a timely basis, as appropriate.

The MSDS must include the following information in English:

- A. The chemical name and the common name of the toxic substance, where applicable.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosive interaction and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Risk Management reserves the right to reject any MSDS sheet regardless if the product offered is an approved product. A rejection of an MSDS sheet will result in disqualification of bid item.

16. **CHEMICAL UPDATES:** If, during the contract period, the awarded chemical is discontinued by the manufacturer, the Awardee must advise SBBC Supply Management & Logistics Department, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated chemical for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item. The new chemical must be the same composition as the awarded contract item or a manufacturer and approved brand that is listed as an approved brand for that bid item and must be offered at the contract price or less. Samples of the replacement chemical(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 4, SPECIAL CONDITIONS (Continued)

17. **M/WBE UTILIZATION:** SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts.

An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority or women persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Florida Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on the award of this Proposal.

18. **M/WBE UTILIZATION REPORTING:** In an effort to monitor the achievement of the M/WBE goal the Awardee(s) agrees to submit, a completed Monthly M/WBE Subcontractors Utilization Report form, **attached hereto as Exhibit "A"** and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the Monthly M/WBE Subcontractors Utilization Report form, Awardee(s) shall also provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Monthly M/WBE Subcontractor Utilization Report. The Awardee(s) understands that each M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.

19. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through contract expiration date. A request for price adjustment may be submitted only at the time of invitation to renew contract. Requests for price adjustments shall not exceed the percentage of change in the Producers Price Index (PPI) for Basic Chemical Mfg. Commodity Code # 3251, from the date of award, or shall not exceed 3%, whichever is less. The PPI will not be seasonally adjusted. In the event that the specified PPI, at the time of invitation to renew, is lower than the specified PPI at the time of bid award or last renewal, SBBC reserves the right to require a reduction in contract prices equal to the percentage of change. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the PPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

20. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices will be extended to SBBC.

21. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee will be responsible for pick-up of defective/rejected materials. After 30 days notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee will be responsible for any disposition charges.

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FLOOR FINISH SYSTEM

SECTION 4, SPECIAL CONDITIONS (Continued)

22. **PRODUCT LABELS:** Each individual product label shall include the name of the manufacturer, chemical name of product, quantity of contents and complete directions for use. All reference to the use of dilution shall appear on the container's label unless the product is a "ready to use" product. Each label shall be silkscreened, self-adhesive or glued firmly to the container. Labels that are glued or self-adhesive shall not be able to be torn off of container. Should the product label be torn off, the product shall be rejected and returned to the Awardee at their expense. Packaging cartons shall also be labeled in accordance with the labeling requirements of the Producer Product Safety Commission. **NOTE: PRODUCT LABEL SHALL BE FIRMLY FIXED TO THE INDIVIDUAL CONTAINER IN SUCH A MANNER AS TO PREVENT REMOVAL OF LABEL.** All labeling and shipping shall conform to all federal regulatory requirements for goods in interstate commerce. Products, which do not meet these labeling requirements, are not acceptable and will be rejected.
23. **PRODUCT SUPPORT AND TRAINING:** Manufacturer shall provide, coordinate and plan complete product support and training for all items for the entire contract period. Support and training shall include, but not be limited to, answering technical questions of the product, providing demonstrations and training to each SBBC site location on the use and application of the product, and troubleshooting problems with the product. Awardee will be required to conduct training annually, at no cost to SBBC, during normal working hours and at the convenience of each individual SBBC site. Awardee will be required to submit to the Physical Plant Operations Custodial/Grounds Department, 3897 NW 10th Avenue, Ft. Lauderdale, Florida 33309, the Vendor/Manufacturer Training Form (**see Section 7, Attachment 1**), which will require signatures of the trainer and trainee(s) along with their respective printed names and locations(s) each year of the contract term and renewal(s). Failure to provide this information as required by this bid will result in default of Awardee's contract (Refer to General Conditions 22 and 55 of this bid).
24. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods are to be picked-up by the Awardee, at all locations possessing awarded item(s) at no cost to SBBC, within 30 days. Violation of performance of any item in this bid may also find the Awardee in default of their contract if over 10% of facilities using awarded item report to the Physical Plant Operations, Grounds/Custodial Department, in writing, that they are experiencing difficulties with the expected performance or usage of their items. (These reports must be received from totally different facilities) Goods and services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- A. For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
 - B. All schools and departments will be advised not to do business with defaulted vendor.
25. **SHIPPING INFORMATION:** SBBC purchase order number and ship to information must appear on all shipments, bills of lading, packing lists, delivery tickets and invoices. Failure to include this information will result in refusal of shipment at Awardee's expense and/or delay of payments. In addition to the above stated information, the delivery tickets must include the number of containers delivered, the number of containers missing (if applicable) and the correct account number. Materials back-ordered should be clearly indicated on the packing slip. Warehouse reserves the right to cancel back-orders at any time and purchase from an alternate vendor outside this bid.

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FLOOR FINISH SYSTEM

SECTION 4, SPECIAL CONDITIONS (Continued)

26. **TESTING OF CHEMICALS:** Products in this bid may be subject to independent laboratory analysis testing, in order to assure compliance with specifications. SBBC reserves the right to independently test any or all products offered by the bidder with an independent testing laboratory selected by the SBBC Physical Plant Operations.

After award of the contract, it is the responsibility of the Awardee(s) that all awarded items continually meet the specifications of the bid during the term of this contract. Any chemical shipment may be subject to independent laboratory analysis test(s) by SBBC, Physical Plant Operations, in order to determine if the product meets the specifications of the bid. Should a product fail the independent laboratory analysis test in accordance with bid specifications, Awardee(s) shall be responsible for all cost(s) of the independent laboratory analysis test to SBBC and, the removal and disposal of the product. Awardee(s) shall replace the unacceptable shipment(s) at no cost to SBBC. Failure to replace any unacceptable shipment with approved product will result in default of contract. Additionally, SBBC reserves the right to submit any replacement shipment for testing. All testing costs incurred as a result of an unacceptable shipment, shall be the responsibility of the Awardee(s). If any shipment is found to not be in compliance with specifications or bid requirements more than twice during the term of the contract, SBBC will cease to purchase the product from the Awardee for the duration of the term of the contract.

27. **MATERIAL LOGISTICS CENTER (WAREHOUSE) RECEIVING HOURS:** Material Logistics Center (Warehouse) is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except holidays. No delivery can be accepted after 2:00 p.m.

28. **MATERIAL LOGISTICS DELIVERY AND PALLETS:** On large orders, half trailer or larger, the Awardee will call SBBC, Materials Logistics Center at 754-321-4721 prior to delivery to arrange for a delivery schedule.

Product must be shipped shrink wrapped on 48" x 40", four-way flush pallets or otherwise referred to as the Grocery Manufacturer Association (GMA) pallets. No pallet exchange. **The Materials Logistics Center will not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Materials Logistics reserves the right to reject the shipment. The acceptable pallet grades will be:

- 1) **Premium** – A very clean pallet that has probably been used only a few times. There is little if any repairs to the pallet. The pallet will have no plates and no companion stringers.
- 2) **Grade #1 or A Grade** – This is a GMA repaired, close to its original condition. Broken stringers may have been replaced or repaired with metal plates. All damaged deck boards are replaced. This is a fairly clean pallet that is structurally sound.
- 3) **Grade #2 or B Grade** – This is a GMA, which has had stringer damage that has been repaired by attaching an additional stringer alongside the damaged one. This is commonly referred to as a companion stringer, block stringer and double stringer. The "B" grade pallets usually have two (2) or less repaired stringers. The deck configuration of the "B" grade pallet is not always consistent because these pallets have been repaired many times.

29. **DILUTION RATE AND CONTROL:** Dilution rate, as stated by the Bidder on the Bid Summary Sheets, shall be based upon manufacturer's recommended dilution ratio for heavy cleaning. When a range of dilution ratios are recommended by the manufacturer, the dilution ratio with the highest concentration of product (heavy soil surfaces) shall be used for calculation purposes. **Two stroke pumps shall be included in each case for exact dilution amount per gallon.**

VENDOR NAME: _____
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FLOOR FINISH SYSTEM

SECTION 4, SPECIAL CONDITIONS (Continued)

30. **WARRANTY:** Manufacturer's standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
31. **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 7, and submit with their bid.

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SECTION 5, BID SUMMARY SHEET

Please note that only one set from the table below can be chosen. Please select a Gloss Restorer that is compatible with the manufacturer set that is chosen.

FSPMA Sets for Floor Finish Systems Type IV: Ultra-High Speed Floor Care (>1500 RPM)			
Set Number	Manufacturer	Product Name	Corresponds with Item No.
One Gloss Restorer to go with any of the National Chemical Laboratories sets	National Chemical Laboratories	Spit Shine Ultra High Speed Kleen & Burnish	1A
	National Chemical Laboratories	Pop & Shine Gloss Restorer	1A
1	National Chemical Laboratories	Picture Perfect Low Maintenance High Traffic Floor Finish	1B
1	National Chemical Laboratories	3- Bare Bones Stripper	1D
1	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
2	National Chemical Laboratories	One Coat 25 Super Hi-Gloss Floor Finish	1B
2	National Chemical Laboratories	3- Bare Bones Stripper	1D
2	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
3	National Chemical Laboratories	1- Invincible, Mega Wear, Low Odor Floor Finish #0595	1B
3	National Chemical Laboratories	2- Image Deodorizing Neutral Cleaner	1C
3	National Chemical Laboratories	3- Bare Bones Stripper	1D
Gloss Restorer to go with any of the Simoniz USA, Inc. sets	Simoniz USA, Inc.	Ultra-Line Restorer	1A
4	Simoniz USA, Inc.	1- Ultra Line Show Off Plus Acrylic Floor Finish	1B
4	Simoniz USA, Inc.	2- Ultra Line All Purpose Neutral Cleaner	1C
4	Simoniz USA, Inc.	3- Zip Strip #Z6050	1D
5	Simoniz USA, Inc.	1- Ultra Line Show Off Plus Acrylic Floor Finish	1B
5	Simoniz USA, Inc.	2- AP-7 All Purpose Neutral Cleaner	1C
5	Simoniz USA, Inc.	3- Ultra Line Stripper NC Floor Stripper	1D
6	Simoniz USA, Inc.	Mega Shine Liquid Acrylic Floor Finish CS0657004	1B
6	Simoniz USA, Inc.	3- Zip Strip #Z6050	1D
6	Simoniz USA, Inc.	2- AP-7 All Purpose Neutral Cleaner	1C

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SECTION 5, BID SUMMARY SHEET

FSPMA Sets for Floor Finish Systems Type IV: Ultra-High Speed Floor Care (>1500 RPM) (continued)			
Set Number	Manufacturer	Product Name	Corresponds with Item No.
Gloss Restorer to go with any of the Spartan Chemical Company sets	Spartan Chemical Company	SunSwept	1A
7	Spartan Chemical Company	1- Floorfront Floor Finish	1B
7	Spartan Chemical Company	2- Green Solutions Floor Finish Remover	1D
7	Spartan Chemical Company	3- Tribasic Multipurpose Cleaner (Type I) #3830	1C
8	Spartan Chemical Company	Green Scene ZF-Finish	1B
8	Spartan Chemical Company	Green Scene AP-Cleaner	1C
8	Spartan Chemical Company	Green Scene GS-Stripper	1D

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SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

	TO BE AWARDED AS A GROUP	UNIT PRICE
<u>ITEM 1A:</u>	800 cases (1000062) GLOSS RESTORER See FSPMA Sets for Floor Finish Systems	\$_____/cs (for ordering purposes only)
	Manufacturer: _____	
	Brand Name: _____	
	Product Number: _____	
	Number of Containers per Case: _____ (Gallon Containers)	
	Delivery Time (days ARO): _____	
	Minimum Shipment: _____ (must not exceed 50 cases)	
	What kind of label will be affixed to each container? _____ (See Special Condition 22)	

**ITEM 1A WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
22,500 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED GLOSS RESTORER (Divide unit price per case of four one-gallon containers by 512 ounces)	\$_____/ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION FOR HEAVY SOIL (See Special Condition 26)	_____/ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$_____/gallon of (C) solution
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	22,500 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 22,500 GALLONS OF SOLUTION (Multiply C x D)	\$_____ (E)

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
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The School Board of Broward County, Florida
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SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

		<u>UNIT PRICE</u>
ITEM 1B:	TO BE AWARDED AS A GROUP	
	30,000 (1000063)	
	Containers FLOOR FINISH, WATER EMULSION TYPE, DETERGENT RESISTANT	
	See FSPMA Sets for Floor Finish Systems	\$_____/Container (for ordering purposes only)
	Manufacturer: _____	
	Brand Name: _____	
	Product Number: _____	
	Number of Containers per Case: _____	
	5 Gallon Bucket Container or 5 Gallon Bag-In-A-Box is acceptable	
	Delivery Time (days ARO): _____	
	Minimum Shipment: _____	
	(must not exceed 400 Bucket Container or Bag-In-A Box)	

What kind of label will be affixed to each container? _____
(See Special Condition 22)

**ITEM 1A WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
ONE GALLON OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER GALLON OF FLOOR FINISH (Container price (stated above) divided by number of gallons in container)	\$_____/gallon (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO COVER 1,000 SQUARE FEET OF FLOORING WITH ONE COAT OF FINISH (See Special Condition 26)	_____/ounce (B)
C.	ESTIMATED NUMBER OF SQUARE FEET TO BE COVERED WITH ONE COAT.	30,000,000 sq.ft. (C)
D.	NUMBER OF GALLONS REQUIRED TO COVER 30,000,000 SQUARE OF VCT FLOOR WITH ONE COAT OF FLOOR FINISH. (Multiply B x C [\div 1,000])	_____ (D)
E.	TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VCT FLOORING WITH ONE COAT OF FLOOR FINISH. (Multiply A x D)	\$_____ (E)

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, D AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

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SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

		<u>UNIT PRICE</u>
<u>ITEM 1C:</u>	TO BE AWARDED AS A GROUP	
	4,725 (1000065)	
	cases	
	DETERGENT, SYNTHETIC, GENERAL PURPOSE	
	See FSPMA Sets for Floor Finish Systems	
		\$ _____/cs
		(for ordering purposes only)
	Manufacturer: _____	
	Brand Name: _____	
	Product Number: _____	
	Number of Containers per Case: _____	
	(Gallon Containers)	
	Delivery Time (days ARO): _____	
	Minimum Shipment: _____	
	(must not exceed 50 cases)	

What kind of label will be affixed to each container? _____
(See Special Condition 22)

**ITEM 1A WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
150,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- | | | |
|----|--|------------------------------------|
| A. | COST PER OUNCE OF UNDILUTED GENERAL PURPOSE SYNTHETIC DETERGENT (Divide unit price per case of four one-gallon containers by 512 ounces) | \$ _____/ounce
(A) |
| B. | NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION FOR HEAVY SOIL (See Special Condition 26) | _____/ounce
(B) |
| C. | COST PER GALLON OF SOLUTION (Multiply A x B) | \$ _____/gallon of solution
(C) |
| D. | ESTIMATED GALLONS OF SOLUTION REQUIRED | 150,000 gallons of solution
(D) |
| E. | TOTAL COST TO PRODUCE 150,000 GALLONS OF SOLUTION (Multiply C x D) | \$ _____
(E) |

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

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SECTION 5, BID SUMMARY SHEET

ONLY THE APPROVED BRANDS LISTED WILL BE CONSIDERED FOR AWARD

		<u>UNIT PRICE</u>
<u>ITEM 1D:</u>	TO BE AWARDED AS A GROUP	
	25,000 (1000064)	
	Cases REMOVER, FLOOR FINISH, WATER EMULSION TYPE	
	See FSPMA Sets for Floor Finish Systems	\$ _____/cs
		(for ordering purposes only)
	Manufacturer: _____	
	Brand Name: _____	
	Product Number: _____	
	Number of Containers per Case: _____	
	(Gallon Containers)	
	Delivery Time (days ARO): _____	
	Minimum Shipment: _____	
	(must not exceed 50 cases)	
	What kind of label will be affixed to each container? _____	
	(See Special Condition 22)	

**ITEM 1D WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
30,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- | | | |
|----|---|------------------------------------|
| A. | COST PER OUNCE OF UNDILUTED FLOOR FINISH REMOVER (Divide unit price per case of four one-gallon containers by 512 ounces) | \$ _____/ounce
(A) |
| B. | NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION FOR HEAVY SOIL (See Special Condition 26) | _____/ounce
(B) |
| C. | COST PER GALLON OF SOLUTION (Multiply A x B) | \$ _____/gallon of solution
(C) |
| D. | ESTIMATED GALLONS OF SOLUTION REQUIRED | 30,000 gallons of solution
(D) |
| E. | TOTAL COST TO PRODUCE 30,000 GALLONS OF SOLUTION (Multiply C x D) | \$ _____
(E) |

BIDDERS MUST FILL IN ALL BLANKS (UNIT PRICE, A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

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FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET (Continued)

TOTAL COST (ITEMS 1A THROUGH 1D).....\$_____
DELIVERY:_____ARO

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The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 5, BID SUMMARY SHEET (Continued)

REQUIRED ADDITIONAL INFORMATION

COMPANY REPRESENTATIVE: (See Special Condition 11)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

LOCAL SERVICE CENTER: (See Special Condition 11)

Service Center Name

Street Address

City, State and Zip

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____
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The School Board of Broward County, Florida
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SECTION 6, BID SPECIFICATIONS

F.S.P.M.A CUSTODIAL/FOOD SERVICE CHEMICAL SPECIFICATION FOR EDUCATIONAL FACILITIES USE

Spec. No. PBCC PERFORMANCE-BASED FLOOR FINISH SYSTEM

(As modified by BCPS, February 10, 2015)

This performance-based specification covers Floor Finish Systems submitted by the vendor for certification on one of the four following categories depending on their intended use:

Floor Care Type Categories:

TYPE I: NON-MECHANICAL FLOOR CARE

TYPE II: LOW-SPEED FLOOR CARE (175-300 RPM)

TYPE III: HIGH SPEED FLOOR CARE (300-1500 RPM)

TYPE IV: ULTRA-HIGH SPEED FLOOR CARE (> 1500 RPM)

TYPE V: GENERAL FLOOR CARE

Each Floor Finish System consists of four products. All four products shall be from one manufacturer and shall perform as an integrated floor-care system.

Floor Finish System Products

1- Floor Finish

2- Floor Cleaner (Type 1: Neutral Cleaner)

3- Floor Finish Remover

4- Gloss Restorer

1. FLOOR FINISH, POLYMER WATER EMULSION TYPE, DETERGENT RESISTANT:

A. GRADE, TYPE, SIZE AND LABEL:

- a) Grade and Type: Polymer water emulsion, metal-interlocked floor finishes covered by this specification shall be of one grade and uniform concentration and should be designed for the specific category of floor care type under which is being evaluated. The product should yield a clear, non-yellowish dried film.
- b) Size and Label: This material shall be furnished in new, non-returnable, commercial type, factory sealed containers. All containers shall be labeled with labeling impervious to the contents of the container. Such labeling can be accomplished through printing directly on the container, by attaching a paper label, or a tight-fitting sleeve-type label on a plastic container designed to receive and hold sleeve-type labels. No labels shall be easily removed from the container whether the container is full or empty. Labels shall give adequate use instructions and warning of toxicity, skin irritants and/or possible damage to vulnerable surfaces, if any. Labels shall meet all federal regulation requirements of the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard in CFR 1910. 1200.

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FLOOR FINISH SYSTEM

SECTION 6, BID SPECIFICATIONS (CONTINUED)

- c) Classification: The percent of solids of the floor finish product shall fall within the 17%-25% range which must be stated on the product label. Note: Floor finish composition must be compatible with **Type IV: ULTRA-HIGH SPEED FLOOR CARE** equipment as described under **Floor Care Type Categories** in this document.

B. MATERIALS AND WORKMANSHIP:

- a) Use: Polymer water emulsion floor finishes covered by this specification shall be intended for use on asphalt tile, rubber tile, linoleum, vinyl tile, terrazzo, concrete, and other floor surfaces except wood surfaces. They should not be applied to wooden surfaces unless the floor is properly sealed. The product must be used without dilution. The product shall exhibit the optimum balance of all desirable properties including slip-resistance and durability.
- b) Stability and Storage: The product and container shall be stable and shall not lose effectiveness or otherwise deteriorate for at least one year when stored in unopened containers in accordance with manufacturer's specifications. Stacking and storage heights for products shall be provided on the exterior storage container or carton.
- c) Product Specification Sheet: A copy of the manufacturer's specification sheet for this product is to be submitted for certification.

C. REQUIREMENTS:

- a) Slip-Resistance: The Floor Finish shall meet or exceed Underwriter's Laboratories standard for slip resistance with the use of ASTM D 2047 (as measured by the James Machine) with a static coefficient of friction equal to or greater than 0.5 as evidenced by either UL approval on the label of each container or by test results certified at the FSPMA designated testing laboratory.
- b) Non-Volatile Matter: It is recognized that the performance of a floor finish is influenced more by the type of raw materials than by their quantity. The non-volatile content of any sample, however, shall be within +/- 1.5% of the % solids stated on the label when tested in accordance with ASTM D 2834, using the 2 hour drying time.
- c) pH Value: The pH value of polymer water emulsion concentrate shall be written the 7.5-9.5 range when tested in accordance with ASTM E 70.
- d) Gloss 60° Specular: The 60° specular gloss produced by the product shall be higher than 85 when tested in accordance with ASTM D 1455.
- e) Sediment: The amount of sediment present in the floor finish shall not be more than 305% by volume when tested in accordance with ASTM D 1290.

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SECTION 6, BID SPECIFICATIONS (CONTINUED)

- f) Removability: The dried film (applied by dip-coating as in ASTM E 2047) on the black vinyl composition type test tiles shall be completely removed after 100 oscillations when tested in accordance with ASTM D 1792 except immediately prior to scrubbing a 15 minute pre-soak of the test tiles using the manufacturer's floor finish remover corresponding to the same Floor Finish System submitted for certification (at the manufacturer's recommended dilution).
- g) Water Spotting: The dried film shall show no separation from the surface of the black vinyl composition type test tiles and only slight whitening after buffing when tested in accordance with ASTM D 1793 Dynamic Test.
- h) Detergent Resistance: There shall be less than 10% deterioration in the dried floor finish film after 200 oscillations when tested in accordance with ASTM D 3207 except using the manufacturer's Floor Clean (Type I: Neutral Cleaner or Type II: Quaternary Ammonium Chloride Cleaner) corresponding to the same Floor Finish System submitted for certification (at the manufacturer's recommended dilution).
- i) Material Safety Data Sheet (MSDS): An MSDS clearly identifying this product, filed out completely according to the Florida Workers Right-to-Know Law (Chapter 442, Florida Statutes) must be submitted with each sample submitted for certification.

D. METHODS OF SAMPLING AND INSPECTION:

- a) Sampling: At the option of the purchaser, representative samples shall be taken from deliveries made under this invitation and submitted for quality control testing. If the purchaser's sample fails, the manufacturer shall pay for the actual cost of testing. Failure of any sample so taken to comply with the specification requirements shall invalidate any purchase contract made under this invitation unless the manufacturer requests a repeat quality control test. The manufacturer may be present for this second sampling which shall be from the same batch. The manufacturer shall pay for this second quality control test. Should the second sample fail, this invalidates any purchase contract made under this invitation. If the second sample passes, results obtained from the second quality control test shall prevail.
- b) Inspection: Physical inspection of package, condition, quantity, and labeling shall be made at point of delivery by the purchaser. An MSDS shall be submitted with each shipment in accordance with the Florida Workers Right-to-Know Law (Chapter 442, Florida Statutes) and shall be identical to the MSDS supplied for the initial certification.

2. FLOOR CLEANER (TYPE I: NEUTRAL CLEANER):
I: TYPE I: NEUTRAL CLEANER

A. GRADE, TYPE, SIZE AND LABEL:

- a) Grade and Type: This detergent shall be concentrated of one grade with good detergency, uniform concentration, and shall be suitable for use on all surfaces which are cleaned with water. It shall be compatible with the Floor Finish product corresponding to the same Floor Finish System submitted for certification in the specific category of floor care type under which is being evaluated.

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The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 6, BID SPECIFICATIONS (CONTINUED)

- b) Size and Label: The material shall be furnished in new, non-returnable, commercial type, factory sealed containers. All containers shall be labeled with labeling impervious to the contents of the container. Such labeling shall be accomplished through printing directly on the container, by attaching a paper label, or a tight-fitting sleeve type label on a plastic container designed to receive and hold sleeve-type labels. No label shall be easily removed from the container whether the container is full or empty. Labels shall give adequate use instructions and warning of toxicity, skin irritants and/or possible damage to vulnerable surfaces, if any. Labels shall meet all federal regulation requirements of the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard in CFR 1910.1200.

B. MATERIALS AND WORKMANSHIP:

- a) Use: The Neutral Cleaner shall be a uniform homogeneous product and shall contain compatible organic and/or synthetic detergents. It shall contain no abrasive and shall not be irritating to normal skin. It shall be satisfactory for use in floor and wall maintenance cleaning operations with soft or hard water.
- b) Stability and Storage: The product and container shall be stable and shall not lose effectiveness or otherwise deteriorate for at least one year when stored in un- opened containers in accordance with manufacturer's specifications. Stacking and storage heights for products shall be provided on the exterior storage container or carton.
- c) Composition: The ingredients in the formulations shall consist of a blend of detergents, sequestrants, couplers, and inorganic buffering agents, and shall contain no 2-butoxy-ethanol CAS #111-76-2 (Butyl Cellosolve).
- d) Biodegradability: The product shall be biodegradable.
- e) Product Specification Sheet: A copy of the manufacturer's specification sheet for this product is to be submitted for certification.
- f) Dilution Ratio: The general purpose dilution ratio for the product shall be specified by the manufacturer at the time the sample is submitted for certification. All references to use dilution shall refer to this recommended dilution and this dilution ratio shall appear on the label.

C. REQUIREMENTS:

Unless otherwise noted, all test methods cited are the latest published revisions.

- a) pH Value: The pH value of the manufacturer's recommended dilution as submitted for 2.B.f. shall be in the 6.5-9.5 range when tested in accordance with ASTM E 70.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 6, BID SPECIFICATIONS (CONTINUED)

- b) Solubility: The compound shall be completely soluble in distilled water when tested in accordance with D.c.1.
- c) Rinsing Properties: The compounds shall be free rinsing when tested in accordance with ASTM D 3399, except use 100 ml instead of 75 ml rinses and use manufacturer's use dilution as recommended in 2.B.f.
- d) Cleaning Efficiency: The cleaning efficiency shall be not less than 20% when tested according to Federal Test Method Standard 536, Method 6701, except that the doctor blade clearance shall be 0.006 in. (6 mil) instead of 0.008 (8 mil), the concentration tested shall be that specifically recommended and submitted by the manufacturer for this test and the soil formulation shall be as follows¹:
 - 1. 80 grams of #3175 Red Iron Oxide Pigment manufactured by Rockford Pigments of Beltsville, MD
 - 2. 59.3 ml of Spectrum K1025 Kerosene.
 - 3. 61.5 ml of Spectrum S1630 Stoddard Solvent.
 - 4. 4 grams of Spectrum M1194 White Medium Mineral Oil.
 - 5. 4 grams of Valvoline Super HPO 20W Motor Oil.
 - 6. 4 grams of Crisco All Vegetable Shortening.
- e) Viscosity Gardner Bubble: When liquid, the viscosity shall be not more than "T" at 250C when compared to the Gardner Bubble Viscometer Standards in accordance with ASTM D 1545.
- f) Free Alkali, Calculated as Sodium Hydroxide: The free alkali content, calculated as sodium hydroxide, shall not be more than 0.05% when tested in accordance with ASTM D 820.
- g) Deleterious Action on Painted Surfaces: When tested as specified in ASTM D 3399, using the detergent dilution as recommended by the manufacturer for 2.B.f., the change in 60° specular gloss of the panel immersed in the sample solution shall be no more than 50% of that for the panel immersed in the trisodium phosphate solution.
- h) Deleterious Action on White Vinyl Composition Type Flooring: When tested as specified in ASTM D 3399, using the detergent dilution as recommended by the manufacturer for 2.B.f, white official test composite type tiles shall exhibit no swelling, cracking, softening, discoloration, or bleaching.
- i) Material Safety Data Sheet (MSDS): An MSDS clearly identifying this product, filled out completely according to the Florida Workers Right-to-Know Law (Chapter 442, Florida Statutes) must be submitted with each sample submitted for certification.

¹ Soil formulation change was approved by the Custodial Standards committee on 5/30/02 since all of the ingredients for the Federal Spec soil are not available.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 6, BID SPECIFICATIONS (CONTINUED)

D. METHODS OF SAMPLING, INSPECTION, AND TESTING:

- a) Sampling: At the option of the purchaser, representative samples shall be taken from deliveries made under this invitation and submitted for quality control testing. If the purchaser's sample fails, the manufacturer shall pay for the actual cost of testing. Failure of any sample so taken to comply with the specification requirements shall invalidate any purchase contract made under this invitation unless the manufacturer requests a repeat quality control test. The manufacturer may be present for this second sampling which shall be from the same batch. The manufacturer shall pay for this second quality control test. Should the second sample fail, this invalidates any purchase contract made under this invitation. If the second sample passes, results obtained from the second quality control test shall prevail.
- b) Inspection: Physical inspection of package, condition, quantity, and labeling shall be made at point of delivery by the purchaser. An MSDS shall be submitted with each shipment in accordance with the Florida Workers Right-to-Know Law (Chapter 442, Florida Statutes) and shall be identical to the MSDS supplied for the initial certification.
- c) Test Procedures:
 - 1. Solubility: The use solution as diluted in C.d. shall be maintained at 25°C and stirred vigorously for 5 minutes. The solution shall be inspected immediately thereafter for undissolved matter.

- E. RELATIVE COST: This shall be determined on the basis of the cost per gallon of the use dilution specified by the manufacturer certification. Dilution cost chart attached.

3. FLOOR FINISH REMOVER FOR POLYMER WATER EMULSION TYPE FLOOR FINISHES:

A. GRADE, TYPE, SIZE, AND LABEL

- a) Types and Grade: The Floor Finish Remover shall be effective on the polymer water emulsion, metal-interlocked Floor Finish product corresponding to the same Floor Finish System submitted for certification in the specific category of floor care type under which is being evaluated. It shall have uniform concentration and be suitable for use on all floors normal cleaned with water.
- b) Size and Label: This material shall be furnished in new, non-returnable, commercial type, factory sealed containers. All containers shall be labeled with labeling impervious to the contents of the container. Such labeling can be accomplished through printing directly on the container, by attaching a paper label, or a tight-fitting sleeve-type label on a plastic container designed to receive and hold sleeve-type labels. No labels shall be easily removed from the container whether the container is M or empty. Labels shall give adequate use instructions and warning of toxicity, skin irritants and/or possible damage to vulnerable surfaces, if any. Labels shall meet all federal regulation requirements of the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard in CFR 1910.1200.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 6, BID SPECIFICATIONS (CONTINUED)

B. MATERIALS AND WORKMANSHIP:

- a) General: The Floor Finish Remover shall be a uniform, homogenous, low-sudsing, liquid product. It shall contain no abrasives, shall be soluble or miscible in water in all proportions, and shall perform satisfactorily whether prepared for use with hard or soft water when diluted in accordance with the manufacturer's instructions provided it is applied as directed.
- b) Ingredients: The product supplied under this specification shall be intended for the removal of aged and/or heavy build-ups of water based wax, polymer, and detergent resistant floor finishes. It shall be suitable for application to the standard grades of resilient and mineral floorings. It shall be a more effective solubilizer of normal finish films than general purpose detergents and shall be formulated specifically for use in applications designed to remove floor finish films.
- c) Dilution Ratio: The general purpose dilution ratio for the product shall be specified by the manufacturer at the time the sample is submitted for certification. All references to use dilution shall refer to this recommended dilution and this dilution ratio shall appear on the label.
- d) Stability and Storage: The product and container shall be stable and shall not lose effectiveness or otherwise deteriorate for at least one year when stored in unopened containers in accordance with manufacturer's specifications. Stacking and storage heights for products shall be provided on the exterior storage container or carton.
- e) Product Specification Sheet: A copy of the manufacturer's specification sheet for this product is to be submitted for certification.

C. REQUIREMENTS

Unless otherwise noted, all test methods cited are the latest published revisions.

- a) pH Value: The pH value of the most concentrated solution recommended for use shall be in the 5.5 – 13.5 range when tested in accordance with ASTM E 70.
- b) Free Acid (as oleic) and Free Alkali (as KOH): The free acid or free alkali content of the concentrate shall not be more than 0.50% when tested in accordance with ASTM D 460.
- c) Ammonia Content: The ammonia content of the concentrate shall not exceed 3% as NH₃, by weight, when tested in accordance with ASTM D 500.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 6, BID SPECIFICATIONS (CONTINUED)

- d) Viscosity: The concentrate shall have a viscosity not greater than "T" at 25°C when compared to the Gardner Bubble Viscometer Standards in accordance with ASTM D 1545.
- e) Solubility: The product shall be completely soluble in distilled water at the manufacturer's recommended use dilution when tested in accordance with Test D.c.1.
- f) Rinsing Properties: The product shall be free rinsing when tested as specified in ASTM D 3494, except use 100 ml rinses of hard water (300 ppm CaCO₃ and use manufacturers use dilution as recommended in III.B.3.
- g) Floor Finish Removal Efficiency: A dried film of the Floor Finish product corresponding to the same Floor Finish System submitted for certification on the black vinyl composition test tiles shall be completely removed after 100 oscillations using the remover at the manufacturer's recommended dilution when tested in accordance with ASTM D 1792, except pre-soak the test tiles in the diluted stripper for 15 minutes immediately prior to scrubbing.
- h) Material Safety Data Sheet (MSDS): An MSDS clearly identifying this product, filled out completely according to the Florida Workers Right-to-Know Law (Chapter 442, Florida Statutes) must be submitted with each sample submitted for certification.

D. METHODS OF SAMPLING, INSPECTION AND TESTING

- a) Sampling: At the option of the purchaser, representative samples shall be taken from deliveries made under this invitation and submitted for quality control testing. If the purchaser's sample fails, the manufacturer shall pay for the actual cost of testing. Failure of any sample so taken to comply with the specification requirements shall invalidate any purchase contract made under this invitation unless the manufacturer requests a repeat quality control test. The manufacturer may be present for this second sampling which shall be from the same batch. The manufacturer shall pay for this second quality control test. Should the second sample fail, this invalidates any purchase contract made under this invitation. If the second sample passes, results obtained from the second quality control test shall prevail.
- b) Inspection: Physical inspection of package, condition, quantity, and labeling shall be made at point of delivery by the purchaser. An MSDS shall be submitted with each shipment in accordance with the Florida Workers Right-to-Know Law (Chapter 442, Florida Statutes) and shall be identical to the MSDS supplied for the initial certification.
- c) Test Procedures:
 - 1. Solubility: The use solution as diluted in C.d. shall be maintained at 25°C and stirred vigorously for 5 minutes. The solution shall be inspected immediately thereafter for undissolved matter.

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 6, BID SPECIFICATIONS (CONTINUED)

4. GLOSS RESTORER: Environmentally friendly preferred product to be used to renovate floor finish and restore gloss. Product must be formulated with polishing agents and cleaners to remove scuffs and scratches. **The pH must be between 7.5 and 11.0 +/- 0.5.** The material must be classified for slip resistance. Product to be packed in 4 one gallon bottles with MSDS sheet in each case. See Section 4 – Special Conditions, 15 – Material Safety Data Sheets (MSDS) for required information. Each case must also include 2 each stroke pumps for exact dilution amount per gallon.

NOTE: TESTING TO MEET THIS SPECIFICATION DOES NOT INCLUDE AN IN-USE PERFORMANCE TEST. ALL EDUCATIONAL AGENCIES SHOULD CONSIDER AN IN- USE PERFORMANCE TEST BEFORE PURCHASING THIS PRODUCT.

ORIGINAL PBCC-29.0 - APPROVED ON MARCH 2, 2006

REVISION PBCC-29.1 - EFFECTIVE MAY 11, 2006 (MINIMUM VISCOSITY ACCEPTANCE CRITERIA FOR BOTH NEUTRAL AND QUATERNARY AMMONIUM CHLORIDE CLEANERS CHANGED FROM "H" TO "T" AS PER FSPMA COMMITTEE AGREEMENT.)

REVISION PBCC-29.2 - EFFECTIVE MAY 8, 2007 (NEW TYPE V – GENERAL FLOOR CARE WAS ADDED AND MINIMUM % OF SOLIDS IN FLOOR FINISH CHANGED FROM 14 % TO 17%)

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida

FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 1

VENDOR / MANUFACTURER TRAINING

DATE: _____

TO: Custodial Supervisors, Physical Plant Operations

FROM: _____ **COMPANY NAME:** _____

**SUBJECT: BID 16-013B – FLOOR FINISH SYSTEMS
FACILITIES SERVICEPERSON TRAINING AND SUPPORT**

This form is being used to ensure Facilities Servicepersons are being properly trained on all chemical purchases for their facility. Training will be conducted and documented in accordance with Section 4, Special Condition 20 of the subject bid.

After training has been accomplished, this form must be sent to **The School Board of Broward County, Florida, Physical Plant Operations, 3810 NW 10th Avenue, Oakland Park, FL 33309.** Physical Plant Operations will keep a record of all training conducted for each piece of equipment/chemical for the term of the contract.

Company Name and Address: _____

Name and Type of Product: _____

Trainer's Name and Signature: _____
(printed name) (signature)

Name of Product: _____

SBBC Location Name: _____

Brief Synopsis of Training Provided: _____

EMPLOYEES RECEIVING TRAINING : (Print Names)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Training was conducted to the satisfaction of the Facilities Servicepersons.

(Printed name and signature of Head Facilities Serviceperson)

VENDOR NAME: _____

BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 2

School Board of Broward County
Custodial Product Evaluation
NEUTRAL/RESTORER

Manufacturer: _____ Date: _____

Product Name: _____

Performance Requirement

Were the directions on the product label easy to understand? YES / NO
If no explain

Does the cleaner leave a film/residue? If yes explain
Did the cleaner effect the glossy appearance? If no explain YES / NO

After using the Gloss Restorer did it renew the Finish? If no explain YES / NO

Were you over all satisfied with the durability of the Finish? If no explain YES / NO

Signature_____

Print Name_____

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 2

**School Board of Broward County
Custodial Product Evaluation
Wax**

Manufacturer: _____ Date: _____

Product Name: _____

Performance Requirement

Were the directions on the product label easy to understand?
If no explain

Yes / No

Did 5 coats of the Finish/Sealer have a glossy appearance? If no explain

Yes / No

Were you over all satisfied with the ease of applying the Finish? If no explain

Yes / No

Comments:

Signature _____

Print Name _____

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 2

**School Board of Broward County
Custodial Product Evaluation
STRIPPER**

Manufacturer: _____ Date: _____

Product Name: _____

Performance Requirement

Were the directions on the product label easy to understand? _____ Yes / No
If no explain

Did you mix the stripper as specified by the manufacturer? _____ Yes / No

Did you have to apply additional stripper to completely
remove the old finish (if yes, how many times?) _____ Yes / No

Did you have to rinse the floor more than one?
(if yes, how many times) _____ Yes / No

After rinsing, was there any residue left on the floor?
(If yes, explain) _____ Yes / No

Signature_____

Print Name_____

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 3
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

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

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

Check one of the following and sign:

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

Signature

Company Name

03/28/13

VENDOR NAME: _____
BNG

SECTION 7, ATTACHMENT 4
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee 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 days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

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

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

FORM: #4530
3/93

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 5

INSURANCE REQUIREMENTS
MINIMUM LIMITS OF INSURANCE

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

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

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

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

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

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

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

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

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

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

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

(**Please include the Contract # and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

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

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

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 6 (See Special Condition 8)

LEGAL OPINION OF BIDDER'S PREFERENCE

MUST BE COMPLETED BY ALL BIDDERS.

Section 1 must be completed by the Attorney for an Out-of-State Bidder

Section 2 must be completed and signed by Florida Bidder

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 6, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

SECTION 1 **LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES**
(Must Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state Bidder's attorney: _____

Telephone Number of out-of-state Bidder's attorney: (____) ____ - _____

Email address of out-of-state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

SECTION 2 **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY**
ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS
(Must Select One)

_____ The Bidder's principal place of business is in the political subdivision of Broward County, Florida.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political division.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

VENDOR NAME: _____
BNG

The School Board of Broward County, Florida
FLOOR FINISH SYSTEM

SECTION 7, ATTACHMENT 7

<p>Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p>	<p>Give Form to the requester. Do not send to the IRS.</p>										
<p>Print or type See Specific Instructions on page 2.</p>	<p>Name (as shown on your income tax return)</p>											
	<p>Business name/disregarded entity name, if different from above</p>											
	<p>Check appropriate box for federal tax classification:</p> <p> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ </p> <p> <input type="checkbox"/> Other (see instructions) ▶ </p>											
	<p>Exemptions (see instructions):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p>											
	<p>Address (number, street, and apt. or suite no.)</p>	<p>Requester's name and address (optional)</p>										
<p>City, state, and ZIP code</p>												
<p>List account number(s) here (optional)</p>												
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.</p> <p>Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>												
		<p>Social security number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>										
		<p>Employer identification number</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> <td style="width: 5%;"> </td> </tr> </table>										
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and I am a U.S. citizen or other U.S. person (defined below), and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.</p>												
<p>Sign Here</p>	<p>Signature of U.S. person ▶</p>	<p>Date ▶</p>										
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.</p> <p>Purpose of Form</p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), Certify that you are not subject to backup withholding, or Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and <p>4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.</p> <p>Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> <p>Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> An individual who is a U.S. citizen or U.S. resident alien, A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, An estate (other than a foreign estate), or A domestic trust (as defined in Regulations section 301.7701-7). <p>Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.</p>												

Cat. No. 10231X

Form W-9 (Rev. 8-2013)

VENDOR NAME: _____
BNG

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

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

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

Exemptions

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

VENDOR NAME: _____
BNG

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

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

- A—An organization exempt from tax under section 501(c)(3) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II. Certification

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

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

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

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

VENDOR NAME: _____
BNG

What Name and Number To Give the Requester

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

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

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

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

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

Privacy Act Notice

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

VENDOR NAME: _____
BNG



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)
(See General Condition 10)

VENDOR NAME:

Authorization Agreement

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

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

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

Account Information

Name of Bank or

Financial Institution: _____

Branch/ State _____

Routing No: _____

Checking

Savings

Account No: _____

☐☐

VENDOR AREA:

Remittance Confirmation:

(please select one) _____

Fax

☐

Email

☐

Federal Identification No.

Vendor

TAX ID#

☐

SS#

☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature

(Primary) and Business title: _____ Date: _____

Authorized Signature

(Joint) and Business title: _____ Date: _____

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

VENDOR NAME: _____

BNG

SECTION 8, STATEMENT OF "NO BID"

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

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

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

BNG

EXHIBIT A
M/WBE PARTICIPATION

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

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

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR ☐ - PER CONTRACT PERIOD ☐ OR OTHER ☐

A LIST OF SBBC M/WBE CERTIFIED VENDORS CAN BE FOUND AT THIS WEBSITE.

<http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>

VENDOR NAME: _____

BNG

Exhibit A

Monthly Utilization Reports to be Submitted to: The School Board of Broward County, Florida Supplier Diversity & Outreach Program 7720 West Oakland Park Boulevard, Suite 323 Sunrise, FL 33351-6704		754-321-0550 Telephone 754-321-0934 FAX			
<u>MONTHLY M/WBE UTILIZATION REPORT</u>					
This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.					
1. Reporting Period From: _____ Reporting Period To: _____					
This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.					
PRIME VENDOR INFORMATION					
NAME & ADDRESS OF PRIME VENDOR ITB Number: <u>16-008B</u> ITB Title: <u>Floor Finish System</u>	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/ WOMEN
SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION					
NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT
Company Official's Signature & Title: _____					
Phone # (_____) _____ Date: _____					

VENDOR NAME: _____
BNG