



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.browardschools.com

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May 13, 2016

Dear Prospective Bidders:

SUBJECT: Instructions to Bidders
Invitation to Bid 16-109T, STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT**. 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 latoya.clark@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/WBE's) 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 latoya.clark@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.

Sincerely,

Latoya Clark
Purchasing Agent

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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 on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services :
June 14, 2016

ITB NO.:
16-109T

RELEASE DATE :
May 13, 2016

PURCHASING AGENT:
Latoya Clark
754-321-0504

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

BID TITLE:
STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND
STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

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. ☐ Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

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:

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)

Name of Authorized Representative (Typed or Printed)

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.

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Bid Bond
Special Condition __ | <input checked="" type="checkbox"/> Stage Rigging Technician
Special Condition 24 | <input checked="" type="checkbox"/> M/WBE Participation
Exhibit A | <input checked="" type="checkbox"/> Material Safety Data Sheets
Special Condition 27 |
| <input checked="" type="checkbox"/> Organization Description
Special Condition 25 | <input checked="" type="checkbox"/> Conflict of Interest Form
Section 7, Attachment 1 | <input checked="" type="checkbox"/> Certificate of Debarment
General Condition 45 | <input type="checkbox"/> Other _____
Special Condition __ |
| <input checked="" type="checkbox"/> Contractor's Minimum Qualifications
Section 6. Bid Specifications A and J | | | |

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 shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall 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 initiated 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 initiated.
 - 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 Section 2, Chapter 287.084, Florida Statutes, 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 Chapter 287.084, Florida Statutes. 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 shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall 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 shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC 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 SBBC owned real property as defined in Chapter 192, 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 shall 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. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall 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 item. 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 SBBC 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 shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB 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 SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall 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 SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall 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 shall 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. **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 Procurement & Warehousing Services 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 this ITB.
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 SBBC. 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.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of contract.
16. **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.
17. **ANTI-DISCRIMINATION:** SBBC, 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, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **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.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC 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 shall 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 SBBC 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.
20. **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 shall be returned to non-Awardees. After acceptance of bid, SBBC shall 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 shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **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. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **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.
29. **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 SBBC 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 shall be supplied.
30. **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 ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **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.
32. **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.
33. **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 shall 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.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall 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, Awardee 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.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee 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 Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee 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.

36. **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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57, 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 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. 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 shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on **June 21, 2016 at 3:00 p.m. ET**, and shall 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 SBBC 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 SBBC 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 SBBC 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. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**
37. (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 shall not be acceptable for the filing of bonds.
38. **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 shall not accept delivery of any bid or related material requiring SBBC 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.)
39. **PACKING SLIPS:** It shall 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 shall result in refusal of shipment at Awardee's expense.
40. **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 s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code 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.
41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall 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) AWARDEE 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 AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE'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 AWARDEE, SBBC or otherwise.
42. **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.
43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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.
45. **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 shall 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.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **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.
47. **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.
48. **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 Bidders 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.
49. **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 shall be recorded on SBBC'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.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders 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 Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, 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 shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders 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 shall 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.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) 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 businesses within SBBC's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
53. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **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 shall 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 shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall 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.
- As of July 1, 2015, Fieldprint, Inc. 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 Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall 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. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. 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 shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
55. **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 shall 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).
56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **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 SBBC. These orders shall 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 Awardees 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **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 Awardee'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:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC. 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **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 shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **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 shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT** as specified herein. The scope of requirements includes, but is not limited to furnishing all overhead, supervision, labor, materials, machinery, tools, means of transportation, supplies, equipment (including use of lift), vehicle(s) and services on an as needed basis necessary to perform Stage Rigging Inspection/Repair and Stage Curtain Cleaning/Fireproofing and other similar work at various school auditoriums, cafeterias, theaters, orchestra pits, CCTV Studios, and black box theatres.

The stage rigging inspection/repair requirements of this contract is to conduct comprehensive hands-on safety inspections that include written reports, photographs, preventive maintenance, and repairs and services as needed. All bidders must be Entertainment Services and Technology Association (ESTA) certified and must submit proof of certification with the bid or upon request prior to evaluation. The awardee(s) shall utilize United States Institute for Theatre Technology (USITT) standards. The Bidder shall indicate the length of time they have been providing inspection reports and performing stage-rigging services in public or private schools/universities. (See Bid Specification A)

The stage curtain cleaning/fireproofing requirements of this contract includes cleaning and fireproofing stage curtains on an as needed basis. The purchase of new stage curtains are **not** covered under this bid and are not allowed.

A single fixed percentage mark-up for repair materials is noted on the bid summary sheet. There will be no additional charge for consultation or any other charges not specified in this bid on any particular project.

The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools and centers. Prices quoted shall include on-site service and/or inside delivery to various schools and centers at the direction of the **Physical Plant Operations (PPO) Department, 3897 NW 10 Avenue, Fort Lauderdale, FL 33309**, unless otherwise indicated. **One hard-copy bid must be sent with the bid and one identical electronic version of the bid, in PDF Format on CD/flash drive, should be submitted in time for bid opening.**

2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through September 30, 2019**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.
3. **AWARD:** In order to meet the needs of SBBC, each **GROUP**, as indicated on the Bid Summary Sheet, shall be awarded to one primary and one alternate responsive and responsible Bidder meeting specifications, terms and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second lowest Bidders if: a) the lowest Awardee cannot comply with delivery requirements or specifications; b) the lowest Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. In addition, SBBC reserves the right to procure the Stage Rigging Inspection/Repair and Stage Curtain Cleaning/Fireproofing from more than one awardee simultaneously or designate a subset of projects to a particular awardee for the orderly, secure, safe maintenance and smooth operation of District facilities at the prerogative as the PPO Supervisor assigned deems appropriate.

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 21 and 58.

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 4, SPECIAL CONDITIONS (Continued)

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Latoya Clark, Procurement and Warehousing Services, 754-321-0504 or e-mail at latoya.clark@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. Clark, 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.
5. **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 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 shall 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 6 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI shall not be seasonally adjusted. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
7. **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 shall be available, upon request, to resolve billing and delivery problems.
8. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are an estimated number of services to be requested throughout the contract period for each item and are not a guarantee. Actual number of services requested throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Services shall be requested as needed throughout the contract period.
9. **PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee.

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 4, SPECIAL CONDITIONS (Continued)

10. **CHANGES IN THE WORK:** SBBC may order extra work or make changes by altering, adding to or deducting from any project with the contract sum being adjusted accordingly without invalidating the contract. Any modified project shall be included under the conditions of this contract except that any claim for extension of time caused thereby shall be adjusted at the time of the change. Any claim for extra work must have the written approval of the PPO Supervisor assigned prior to the commencement of a project.
11. **CORRECTION OF WORK:** Awardee shall re-execute any work that fails to conform to the requirements of the bid and that appears during the progress of job at no additional cost to SBBC. PPO staff will inspect and approve job progress as needed.
12. **SUBCONTRACTING:** Awardee **may not subcontract** the Stage Rigging and Smoke Hatch Inspection/Repair and Stage Curtain Cleaning/Fire Retardant Treatment.
13. **INVOICES:** Invoices are to be mailed to **Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309**, unless otherwise indicated. Invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.**
 - A. Material release number OR the control number
 - B. Purchase Order number
 - C. Complete description of the items
 - D. Itemized list prices
 - E. Total dollar amount shall be net
14. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall 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.
15. **PERMITS / LICENSES / CERTIFICATIONS:** The awardee(s) will be responsible for obtaining any necessary permits and licenses at no cost to the District and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District. Certifications adopted by state and/or local agencies during, the term of their contract, will be required from awardee(s).
16. **INSPECTION OF ORGANIZATION:** The District reserves the right before recommendation of an award to inspect the facilities and organization; or to take any other action necessary to determine the legitimacy of the bidder's submittal and its ability to perform all services under this ITB at or above a satisfactory level. The District further reserves the right to reject bids where investigation and evaluation or other evidence submitted indicates an inability of the bidder to meet all requirements or to perform the services of this ITB. The ability or inability to meet all requirements and service the District under this ITB will be at the discretion of the District.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 4, SPECIAL CONDITIONS (Continued)

17. **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. Awarded vendor(s) shall guarantee workmanship and/or material to be free of defects under normal use and service for a minimum period of one year from date of acceptance by the School district. Vendor(s) shall bear the full obligation and cost of materials and labor for repair and/or replacement during the warranty period.
- Awardee warrants to the District that all materials and equipment furnished under this contract will be **NEW** unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the ITB. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered unacceptable. If required by the District, Awardee shall furnish satisfactory evidence of the kind and quality of materials and equipment used to meet the requirements of the bid.
18. **ACCEPTANCE OF MATERIALS:** Materials delivered under this bid shall remain the property of the awardee until a physical inspection of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accord 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 and return the product to the Awardee at Awardee's expense. **Awardee may not drop ship or store materials and equipment at school sites, unless specifically approved by the PPO Supervisor assigned.**
19. **LABOR PRICING:** Awardee shall provide in their pricing all supervision, labor, materials, equipment, tools, machinery, transportation and any other services necessary for the proper execution and completion of any project under this ITB. No additional charges or hidden costs shall be allotted during the course of the contract. The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.
20. **MATERIAL PRICING:** Awardee shall furnish materials for any project under this ITB, unless otherwise specified at the time of the project. Any material purchased shall be selected to match any existing material at specific sites or approved per the PPO Department or designee. The District reserves the right to furnish materials or purchase materials directly from suppliers and have the awardee install per labor rates under this ITB. All special materials utilized shall conform to standards of the trade, manufacturers' recommendations, compliant with existing systems, and be acceptable to the District. Only OEM parts shall be used. All materials for projects under this ITB will be purchased at cost plus applicable discount or mark-up. The percentage mark-up shall be listed in the appropriate area on the bid sheet, which is Group A, Item 10. All percentages shall be firm for the duration of the contract. Upon request by the PPO Department, the awardee shall provide documentation of the cost for materials (i.e. invoices). All awardee invoices shall clearly demonstrate the percentage mark-up for materials.
21. **FORMS REQUIRED:** Service calls must be verified. Awardees' staff shall report to main office of the school, department or center prior to commencement of each service call. When repair work is completed at a SBBC site, it will be necessary for the Awardee(s) to complete a "Stage Rigging and Smoke Hatch Repair Ticket" (See Sample in Section 9, Attachment 2). This form will be completed in its entirety. Failure to complete this form may result in non-payment of invoices.

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 4, SPECIAL CONDITIONS (Continued)

22. **RESPONSE TIME:** For installations or scheduled services/projects, the awardee shall be contacted by the PPO Department or other authorized District staff. Request will be for either a meeting, the preparation of an estimate or responding to a PPO issued work-order/incident. Contractor shall respond the same day for any emergency call or need requested by the District. Contractor shall immediately address the problem, take photographs (if possible) and immediately inform the District of the extent of the emergency and/or problems. Failure to respond within this time frame may be cause for the District to use alternate awardee(s). Continued failure to respond will result in the termination of the contract.
23. **WORK HOURS:** School facilities will be accessible for work between the hours of 7:00 AM and 9:00 PM on Monday through Friday excluding 17 SBBC holidays. The awarded vendor will be expected to schedule assigned work to not interfere with normal school arrival and dismissal times. Work shall not interfere with the operational needs of the school including testing or other planned school activities. The awarded vendor will be responsible for confirming arrival and dismissal times for each School. During summer months, standard hours may change to ten (10) hour days, four days a week, Monday through Thursday between the hours of 7:00 AM and 5:00 PM. Vendor is responsible to verify school schedules during summer hours. Work will be scheduled in coordination with all three (3) parties – PPO, awardee, and school staff.
24. **STAGE RIGGING TECHNICIANS:** All Stage Rigging services under this ITB shall be supervised onsite by an ETCP Certified Stage Rigger (Theatre) technician employed by the bidder who has been employed in the industry for a minimum of three (3) years. Bidder shall submit with the bid, a letter stating all technicians it employs have been properly trained and certified if necessary to perform the required services under this ITB. List shall include employee name, number of years employed by bidder, number of years in the stage rigging industry, and copies of the certifications. **Failure to submit list shall be cause for rejection of bid.**
25. **ORGANIZATION DESCRIPTION:** A description of the Bidder's organization must be supplied with bid. Description shall be in paragraph/letter form and must include, but not be limited to, history of organization, description of services provided, the number of employees currently employed, and number of years performing Stage Rigging and Smoke Hatch Inspection/Repair or Stage Curtain Cleaning/Fire Retardant Treatment. **Failure to submit organization description shall result in rejection of bid.**

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 4, SPECIAL CONDITIONS (Continued)

26. **CODES AND STANDARDS:** The awardee(s) shall adhere to all applicable codes and standards including but not limited to: Florida Building Code, Florida Fire Prevention Codes, NFPA (National Fire Protection Association) OSHA (Occupational Safety and Health Administration) SREF, (State Requirements for Educational Facilities) USITT, (United States Institute for Theater Technology) ESTA (Entertainment Services and Technology Association) and ANSI (American National Standards Institute).
27. **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.** SBBC 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. **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 shall result in disqualification of bid item.**

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.
28. **ADDITIONAL REQUIREMENTS:** Only Bidders who can comply with the following should submit bids.
- A. **Broward County Business Tax Receipt**
(This may be provided after award but prior to contract start.)

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 4, SPECIAL CONDITIONS (Continued)

29. CONTRACTOR EMPLOYEE CONDUCT:

The Awardee(s) shall be responsible to the District for the acts and omissions of its employees performing work under this contract. The awardee(s) shall strictly prohibit interacting between its employees, suppliers, or anyone involved in any manner with projects under this ITB and the student population. Violation of this provision shall result in removal of the individual(s) involved from the school site, the project, and further, Bidder may be prohibited from employing the individual in any future work with the District performed under this term bid.

Personnel shall be in a company uniform shirt during the performance of all work and MUST visibly display School District issued badge at all times.

Awardee(s) employees will be expected to conduct themselves in an orderly fashion and adhere to the School Board's policies for conduct and behavior issued by duly appointed officials. Awardee(s) employees will refrain from using foul, abusive or profane language on school property. The awardee(s) shall prohibit its employees from disturbing school property that is not within the employee's scope of responsibility. The PPO Supervisor assigned and/or the Principal of any site where work is being performed or his/her designee, at their discretion, may require that the awardee immediately remove any employee from working on District premises for violating any School Board policies or terms of this agreement.

The goal of the District to have the awardee(s) perform services as quickly and efficiently as possible with little to no interference with the daily routine and activities of the site. The expectation of the awardee(s) to perform services is to have the awardee arrive on site, with appropriate number of service personnel and park in an area away from student drop off / pick up areas or an area designated by school staff. **ALL EMPLOYEES must sign-in and out at the main office** (if office is closed then sign-in must occur as soon as office is open). The school staff may be needed to give access to project area or designate necessities of the project for the awardee. Awardee will begin performing services and complete project in the allotted time frame per the agreed upon schedule. Upon completion, contractor will secure and exit site.

Lunch and Break areas are restricted to the contractor vehicle parking area or off campus. Restroom facilities are restricted to those areas designated by the Principal or school staff.

30. CANCELLATION: Any contract awarded as a result of this bid will be subject to cancellation at any time by the SBBC for **one or more** of the following reasons:

- A. Awardee's failure to respond and schedule work requested within the scheduled parameters agreed upon by the awardee and the PPO Supervisor assigned.
- B. Awardee's use of service personnel that are **not** qualified to perform services specified by this subject contract.
- C. Awardee's use of personnel that fail to adhere to the Bid Specifications.
- D. Unsatisfactory and/or substandard product or installation or poor communication of awardee's personnel during scheduled work times.
- E. Unsatisfactory evaluation by designated SBBC representative monitoring awardee's staff performance when scheduled service work is performed.
- F. Substantial changes to SBBC's staffing and budgetary requirements that would dramatically alter the cost effectiveness of this contract to either SBBC and/or the awardee.

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 4, SPECIAL CONDITIONS (Continued)

31. **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 persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's 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 any award of this Bid.

32. **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 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 M/WBE 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 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.
33. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
34. **REFERENCES:** Complete the Reference Documents, in Section 7, Attachment 1, and include at least five (5) references.
35. **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 5, and submit with their bid.
36. **QUESTIONS:** All questions regarding this bid must be submitted no later than May 27, 2016 in order to receive a response. All questions received within this time frame will receive a response via an Addendum posted on DemandStar.com.

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 5, BID SUMMARY SHEET
(TO BE AWARDED AS A GROUP)

GROUP A:

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1.	152	Elementary School – at a flat fee with fixed system	\$_____	\$_____
2.	36	Middle School – at a flat fee with fixed system	\$_____	\$_____
3.	8	High School – at a flat fee with fixed system	\$_____	\$_____
4.	2	School of the Performing Arts – at a flat fee with fixed system	\$_____	\$_____
5.	3	Middle School – at a flat fee with fly system	\$_____	\$_____
6.	21	High School – at a flat fee with fly system	\$_____	\$_____
7.	4	School of the Performing Arts – at a flat fee with fly system	\$_____	\$_____

STAGE RIGGING REPAIRS

8.	2,000	<u>Labor:</u> Provide an hourly charge for ETCP Certified Stage Rigger Technician for repair work.	\$_____/Hour	\$_____
9.	2,000	<u>Labor:</u> Provide an hourly charge for Technician Helper for repair work.	\$_____/Hour	\$_____
10.	\$100,000	<u>Materials:</u> Provide a cost for materials based on Awardee(s) cost plus a mark-up percentage.	Cost Plus_____%	\$_____
11.	100	<u>Supply and install new smoke hatch control system</u> -including cables, pulleys, crank assembly, and related hardware. (System must meet NFPA 101 regulations allowing the opening, closing, testing, and emergency operation of the smoke hatch from the stage floor level).	\$_____/Each	\$_____

TOTAL BID GROUP A (ITEMS 1 – 11 inclusive)..... \$_____

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida
STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT
TREATMENT

GROUP B: SECTION 5, BID SUMMARY SHEET
(TO BE AWARDED AS A GROUP)

STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
1.	300,000	<u>Labor and Materials:</u> Provide an all-inclusive total cost for the cleaning and flame retardant treatment of stage curtains per square foot (S.F.).	\$_____/S.F.	\$_____
TOTAL GROUP B (ITEM 1).....				\$_____

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 5, BID SUMMARY SHEET (Continued)

REQUIRED ADDITIONAL INFORMATION

COMPANY REPRESENTATIVE: (See Special Condition 7)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

NOTE TO BIDDER: Review General Condition 52 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR

A. CONTRACTOR MINIMUM QUALIFICATIONS

NOTE: IN ORDER TO BE CONSIDERED, BIDDER(S) MUST SUBMIT DOCUMENTATION OF THE FOLLOWING, EITHER WITH THE BID OR UPON REQUEST, PRIOR TO EVALUATION. FAILURE TO PROVIDE WILL RESULT IN DISQUALIFICATION OF BID.

All bidders must be Entertainment Services and Technology Association (ESTA) certified and shall have a full time "Entertainment Technician Certification Program (ETCP) Certified Stage Rigger – Theatre" on staff. Proof of certification must be submitted with the bid or upon request prior to evaluation.

The bidder shall have maintained continual work experience in the business of stage rigging inspections, repairs, and maintenance for a period of five (5) years prior to the bid date and show proof of ESTA Certification. Bidder must submit written documentation with the bid substantiating experience requirement. Any of the following documentation will be acceptable:

- a. Copies of state or county licenses showing date business was opened.
- b. Copy of incorporation papers showing date of opening.
- c. A notarized statement affirming the opening date of the business.
- d. A notarized statement affirming previous years of experience of the principals of the firm.

B. AWARDED VENDOR(S) RESPONSIBILITIES:

1. Awardee shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the site.
2. Safeguard of all equipment, tools, material, etc., at the work site.
3. Correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.
4. Have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the vendor(s) behalf.
5. Conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language or smoking on school property is strictly prohibited.
6. Be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises.
7. **NO** rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS (continued)

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR (continued)

C. SCOPE OF WORK / SERVICES

1. The Awardee should be capable of complete installation projects. The District currently has all systems in place, however, replacement of older systems or the addition of new buildings may be added during the course of the contract. The Awardee will work with the PPO Supervisor assigned, or its designee, to devise the best equipment and items for installation of any replacement/new systems or added buildings. Awardee shall comply with the District's guidelines and restrictions issued for each project/job.
2. The Awardee shall work with the PPO Supervisor assigned, or its designee, on a set schedule for the inspection/preventive maintenance services. Any repairs necessary shall be coordinated with the PPO Supervisor assigned, or its designee. Please note the Awardee will only be dispatched or requested for services by the PPO Supervisor assigned, or its designee.
3. The Awardee shall perform the hands on safety inspection/preventive maintenance on all district stage rigging equipment, smoke hatches, and systems as requested. The Awardee shall have a ETCP certified stage rigger on the worksite at all times, who is thoroughly knowledgeable of all plans, specifications and other industry standards, and who is capable to act on the awardee's behalf. All inspections will be scheduled in coordination with the PPO Supervisor assigned and the school staff. The Awardee will be expected to perform inspections per the agreed upon schedule. Failure to do so may be cause for the District to utilize alternate vendor(s). The District reserves the right to have a representative present during any or all inspections.

The Awardee will submit a written report after each inspection per site including, but not limited to:

- Cover page with the site, contractor name, contract information, and date of inspection.
- Table of Contents.
- Inspection Summary to include: Description of system and details of the condition of the equipment and general observations of the Contractor.
- Color photographs of system/equipment in need of repair.
- Inspection Report with detailed description of the condition of the equipment, fire curtain, other hardware/items of the system, color photos, and recommended actions to bring the system into code compliance.
- Recommendations or proposal/estimate for any repairs that may be necessary or recommended.
- Awardee's recommendation or plan for preventive maintenance.
- Awardee may also include any other information in report it deems necessary and of general interest to the District.
- Certificate of Safety (if applicable) - to deem the system is safe and operational.
- Certificate stating Stage Draperies (if applicable) have been treated with a flame and fire retardant.
- The Awardee will provide a total of two (2) hard copies and one (1) CD of the Inspection Report to the PPO Supervisor.

Inspections/Preventive Maintenance will include, but not be limited to the following:

- Provide "before and after" color photographs of recommended repairs.
- Check all ropes for abrasion, kinking, rotting and overstress. Adjust all rope lock mechanisms.
- Visually inspect and verify that all head blocks and loft blocks are large enough to accommodate working loads.
- Check operation of all runs to ensure proper counter balance weights.
- Inspect and verify that all beam attachment hardware is tight and that the blocks are properly secured to the beam.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS (continued)

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR (continued)

- Check the mounting, bearings and sheaves, and alignment of head and blocks. Check tension blocks to be sure they lock up and float as necessary.
- Check the pin rail for stability.
- Inspect and tighten all mounting bolts and attachment hardware.
- Adjust all turn buckles for proper tension.
- Inspect all welds for stress cracks.
- Check guide shoes for correct operation.
- On dead hung hardware inspect and verify that the beam clamps or suspension chains are properly secured to the beam. Verify that the suspension chains are in good condition; rated for the load they are attached to and properly terminated.
- Inspect and verify that all wire ropes at the ceiling level are operating inside of the wire rope grooves of the blocks or external idlers and that there is no evidence of wire rope abrasion or wire ropes rubbing each other or other equipment not intended for contact. Tighten all cable clamps.
- Adjust tension on all operating lines/ ropes.
- Inspect for proper termination of wire rope at counterweight arbors, battens and track assemblies. Inspect condition, style and working load limits of wire rope and termination hardware.
- Verify that cables do not rub or cross over each other between blocks or sag bars.
- Ensure all cables and ropes are sitting in pulleys correctly and are routed properly.
- Check all support chains for proper attachments.
- Check all wire rope cables for fraying.
- Inspect and verify that all screw pin shackles and turnbuckles used in the terminations of wire rope and chains are secured from opening.
- Check lift line cables and terminations for signs of wear. Tape lift line and wire rope terminations.
- Check the condition of tension pulleys.
- Check the counterweight arbors and weights for signs of wear.
- Check the condition of all battens.
- Check the condition of all curtain tracking, ropes, pulleys, and all curtains hung or stored.
Check and align all curtain track joints.
- Stage Draperies - inspection to include confirmation of the fire retardant label. Label must be dated and checked on all draperies/curtains for compliance with flammability tests for all stage curtains in accordance with NFPA 701. If label is missing, a swatch must be sent in to an approved testing lab for testing and certification. The label should be located on the curtain, at the off stage bottom edge on the up stage side.
- Check the installation of the fire curtain, condition of release mechanisms, and test for operation.
- Check on all rigging above any false ceilings and return all ceiling tiles to the proper location. Check all associated hardware for condition, suitability of use, and any adjustment needs.
- Check safety cable placement for front of auditorium (audience side of stage).
- Motorized Items - Check drum rotation and travel direction of lines. Verify that cables are correctly wound on drums and blocks. Verify and adjust settings of limit switches. Check load brake operation if so equipped. Check gearbox oil level and top of if needed. Check all controls for correct operation.
- Orchestra Pit (where applicable): To be inspected to industry standards and applicable code(s). Check covers to be sure they are in place, secure, and structurally sound.
- Check for any missing Back Cages required on Fixed Vertical Ladders. Check for proper installation or missing Lockout Ladder Guards.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS (continued)

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR (continued)

- Tracks and Battens - Inspect and verify that all trim chains are installed and spaced properly. Inspect and verify that all tracks, carriers and pulleys are in good working condition and lubricate if necessary. Inspect that all pipe battens are properly connected with internally sleeved pipe splices and have a minimum of 4" safety caps at batten ends. Inspect for damage and excess deflection. Inspect any additional hardware for proper installation and working condition.
- Counterweight Carriage and Locking Rail - Inspect and verify that the locking rail is properly secured to the stage floor (floor plates on the locking rail should be flush with the stage floor). Inspect all structural parts and attached hardware of the locking rail or combination floor block/rope locks and counterweight arbor for any damage or hardware that is not properly functioning and in need of replacement. Inspect and verify that all hand line brakes are in proper working condition and will hold the purchase line (hand line) in the locked position without the assistance of the brake handle safety ring when counterweight carriage is out of balance (up to 50 lbs. of weight). Inspect and verify that the bottom and top plate of each carriage is secure (nuts that hold the plates should be threaded at a minimum of one full nut). Inspect and verify that each arbor contains one (1) locking collar at the top of the weight stack and spreader plates for every two feet of arbor height. (Spreader plates may be optional on some arbors.) Locking collars are to be able to be secured without the use of tools. Inspect and verify that wire rope terminations at the top of each arbor are clamped with the correct size and amount of dropped forged wire rope clips or swage fittings and properly installed. Inspect hand lines for fraying or fiber breakage and that they are properly secured to the counterweight carriage (on double purchase systems lines are secured to the lock rail and overhead beam). Check natural fiber hand lines for discoloration, chalking, excessive wear or mildew. Inspect and verify that arbor guide cables are tight and no sign of fraying is evident. Cable should be tight enough so that the arbor will operate straight and free of contact with arbors on either side. Inspect Guide Rails and Shoes for excessive wear or damage and properly secured to Lock Rail and supporting structures. Verify that arbor guide cables are terminated with counterweight carriage stop collars unless the locking rail is equipped with a carriage stop bar. Check each counterweight line-set. Each carriage should be weighted so that it will remain in place without the assistance of the hand line brake or anyone holding onto the hand line.
- Smoke Vent/Hatch Inspection and Testing - inspections shall be performed in accordance with NFPA-80 and any other applicable State Code, Local law or ordinance. The Contractor shall perform a visual and operational inspection of the Smoke Vent/Hatch for determination of factors that may affect a Smoke Vent/ Hatches' intended operation and performance including: Door Seals intact, Area is clear to allow air passage, Outside of perimeter of Hatch opening at ceiling level is a minimum of eight inches (8") from any sprinkler head, Gravity Drop-out type smoke vents are secured to vent frame with tether long enough clear opening, Area around Hatch at roof is cleared of any obstructions that may impede doors from properly opening, Hinges and Shock absorbers are clean with no problematic paint/rust/hydraulic fluid leaks, Guides/bearings/hinges are lubricated, Cables and/or chains are properly tensioned and not stretched, pinched or kinked, No foreign restraints or cables are installed, All hardware mounting and assembly bolts are secure and not missing, Fusible links are not painted, broken or coated with dust or grease, Door Panels are clean and no rust visible, Manually operate release mechanisms to demonstrate proper function (not performed on Drop out Vents/Hatches'), Doors operate to fully operational position and lock in place, Doors attain full open position within ten (10) seconds of operation, (McCabe Resettable Links shall be reset after Smoke Vent/Hatch rigging hardware is reattached). Return door(s) to closed and secured position.
- Housekeeping: Check for combustible materials, debris and clutter.
- Provide a means of a dated identification on the various pieces of apparatus that have been repaired, which will designate your firm made the repairs.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS (continued)

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR (continued)

4. **AWARDEE SHALL CONTACT THE PPO SUPERVISOR IMMEDIATELY OF ANY CONDITION DISCOVERED THAT POSES AN IMMINENT DANGER AND REQUIRES EMERGENCY REPAIRS.** Emergency repairs are defined as "those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation that would adversely and unduly affect the safety, health or comfort of building, occupants or otherwise cause loss to the School District". Emergency repairs will be performed as soon as possible.
5. If an inspection report states that repairs or recommendations are not necessary, the system will be considered safe and operational. Awardee shall indicate in writing in such report that system is in fact certified safe and operational.
6. Any violations noted in inspection reports shall list the appropriate code articles.
7. Awardee shall work with District staff to explain findings listed on any inspection report, answer questions and train District personnel, if necessary, on the proper use of the systems.
8. **TRAINING SESSIONS:** Awarded vendor shall provide competency based training and equipment demonstration (at no charge to the District) for each school at the time of inspection, that will enable the system users to properly operate the equipment and completely familiarize staff on utilizing all controls, adjustments, minor trouble shooting, etc. For the purpose of this contract, competency training and its requirements are defined as: training which ensures that the system users are completely able to adeptly use the full functionality of the equipment. The District reserves the right to videotape any and all training sessions. Contact the PPO Supervisor assigned to arrange the training sessions.
9. All reports shall be submitted within fifteen (15) business days of the inspection. Failure to submit reports within time frame may result in the withholding of payment.
10. Upon completion of inspection and/or repairs, the awardee must provide the "Certificate of Inspection". The certificate is to be mounted behind Lexan, at eye level, stage right. (See Section 9, Attachment 1)
11. Certificate of Safety/Certificate Stage Draperies shall be submitted (e-mailed preferred) within fifteen (15) days of inspection/service. Failure to submit within this time frame may result in the withholding of payment(s).

E. INSPECTION REPORT FORMAT

Note: The vendor will provide a total of two hard copies and one CD of the Inspection Report to the PPO Supervisor assigned.

Section 1 – Cover Page

As a minimum, shall include the following –

- Vendor Name.
- Name of School and School Location Number.
- Date of Inspection.

Section 2 – Table of Contents

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS (continued)

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR (continued)

E. INSPECTION REPORT FORMAT (Continued)

Section 3 – Inspection Report Summary

Shall include the following:

- Item Inspected
- Recommended action(s) to bring Items(s) into code.
- Hazard Classifications. Refer to Section “D” below.
- Report Observations. Refer to Section “D” below.

Section 4 – Inspection Report

Shall include the following:

- The details of the condition of the equipment, fire curtain and orchestra pit (where applicable).
- Color photographs clearly identifying the non-compliance with notations.
- Recommended actions to bring the system to code.

Section 5 – Glossary

Section 6 – Vendor Documentation

- Vendor may add any pertinent documentation.

Section 7 – Proposal of Repairs (if required)

INSPECTION REPORT CODES

HAZARD CLASSIFICATIONS			
CODE NO.	CONDITION	DESCRIPTION	ACTION
1.	Unacceptable:	Likely Injury Or Major Damage	Must Mitigate
2.	Undesirable:	Some Injury Or Equipment Damage	Should Mitigate
3.	Questionable:	Code Issues Or Disciplines Beyond Knowledge of Inspection	Review Required
4.	Acceptable:	Minor Maintenance Or Adjustments	Schedule Maintenance As Soon As Possible

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT
SECTION 6, BID SPECIFICATIONS (continued)

INSPECTION REPORT OBSERVATIONS		
AREA NO.	AREA	DESCRIPTION
A.	Suspension Hardware Selection	Marginal Or Inadequate Strength Of Components
		Safety Factors Below Acceptable Standards
		Hardware Not Rated Or Of Known Traceable Manufacture
B.	Stage, Rigging, Suspension Hardware, and Smoke Hatch - Condition	Damaged Or Broken Components
		Corrosion, Abrasion Affecting Integrity Of Materials
		Improper Installation
		Improper Weld Preparation, Welding And/or Cleaning
		Loose, Missing Or Over Torqued Fasteners
C.	Redundant Support	Single Element Failure Scenario Present
		No Secondary Support Or Safeties Employed
D.	Electrical	Exposed Wiring, Open Boxes, Missing Knock-Outs
		Damaged Wire Insulation Or Jackets
E.	Access – Galleries, Bridges, Ladders, and Ladder Cages	Warning Signs
		Access Lighting
		Fall Protection
		Railings, Ladders And Gates
		Protective Barriers
F.	Housekeeping	Debris, Clutter, Organization
		Combustible Materials
G.	Maintenance	Worn Components From Normal Use
		Minor Alignment And Adjustments Other Than "Improper Installation"
		Lubrication

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT
SECTION 6, BID SPECIFICATIONS (continued)

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR (continued)

F. ESTIMATES

Estimates on projects may be utilized to determine if projects are cost effective and fiscally allowable by the District. Awardee may expect to submit estimates that may be changed, altered or rejected. When an estimate has been approved, a purchase order will be issued, and a Notice to Proceed authorization will be given by the PPO Department. **No work shall commence without a purchase order and District authorization.**

G. ADDITIONAL WORK AUTHORIZATION

In the event that additional work is required outside of an approved repair, service or project, the Awardee shall not proceed without the written approval of the PPO Department; this includes any emergencies that may arise. The Awardee shall be forewarned that only the PPO Department may order or approve work to be performed.

H. REPAIR SERVICES

1. Awardee may be asked to perform repair services to the District's stage rigging systems and equipment. Repair services will be per labor and materials rates quoted under this ITB. Repairs will be coordinated with the PPO Department. Awardee will not perform repairs without PPO authorization and a valid purchase order. Please note Awardee shall have a lift as part of their standard tools/equipment in their labor rates pricing and therefore no reimbursement for rental of a lift will be approved. Awardee will provide before and after color photos of any repairs.
2. Upon completion of repairs, Awardee will provide a "Certificate of Compliance" indicating all work was completed and the system is safe and operational. Certificate will be submitted to the PPO Department and the school site.

I. ADDITIONAL SITES / SYSTEMS

The District reserves the right to add or delete sites or systems, at any time, for the duration of the contract. Awarded vendor may be asked to adjust pricing accordingly for any addition or deletion of sites and/or the addition/deletion of new rigging systems.

- a. The Awardee shall furnish, at their expense, labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to fully complete the cleaning and flame retardant treatment of stage curtains. Cleaning and flame retardant treatment of stage curtains is to be performed and supervised by personnel employed by awarded vendor.
- b. Before the cleaning of curtains the Awardee shall protect the stage floor and make minor curtain repairs. Any repairs that will require additional charges shall have prior written approval from the PPO Supervisor assigned before repairs are made.
- c. Curtains shall be tested for color fastness prior to any stain removal process that may be necessary.
- d. Curtains are to be cleaned and treated in place using methods that do not require the removal or re-hanging of treated curtains.
- e. All curtains are to be cleaned on both sides, surface dust to be removed with industrial extractor and afterwards be treated with drapery cleaner and re-extracted. Cleaning chemicals that are used shall be non-toxic and not cause any shrinking, color fading or damage the appearance of the fabric.
- f. All drapery track hardware shall be cleaned and inspected for minor damage. Missing grommet "S" hooks must be replaced.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS (continued)

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR (continued)

I. ADDITIONAL SITES / SYSTEMS (Continued)

- g. Flame retardant should be applied according to manufacturer's label instructions. Application of all products to the stage curtains must be applied uniformly, with no overspray on any and all stage structures or fixtures/floors/carpets/seating, etc. Flame retardant shall be non-toxic and non-allergenic. The District reserves the right to request written documentation of independent 3rd party laboratory toxicity Test Reports. Flame retardant must meet or exceed NFPA and ASTM standards for class A fire retardant. Flame retardant shall be odorless and colorless. Treatment shall not damage the appearance of treated material.
- h. Recertification of the fire retardant treated curtain must be guaranteed for a minimum of five years.
- i. Finished product must be able to pass independent laboratory test for fire retardant drapery material in accordance with applicable NFPA 701 requirements. A sample treated in presence of District personnel shall be sent to lab of the Districts' choosing to verify same. Sample shall remain in custody of District and sample tests paid for and delivered to the District.
- j. All drapery track hardware shall be cleaned and lubricated(if required). Missing grommet hooks must be replaced.
- k. Material stains are to be pre-spotted.
- l. A tag indicating chemical used, treatment date, company name, and certification number must be sewn on the lower off stage end, on the back side of each curtain treated. In addition, a copy of a copy of the Certificate of Fire Resistance must be affixed behind Lexan to wall in close proximity to the Stage Rigging Inspection Report.
- m. The contractor's product must have UL classification for fire retardant coating. Written certification that stage curtains have been treated and rendered flame retardant for a period of no less than five (5) years and are able to pass NFPA 701, Test Method 1, Class A Fire Rating. An independent lab test is required to be submitted to the PPO Supervisor assigned upon completion of work.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 6, BID SPECIFICATIONS (continued)

STAGE CURTAIN CLEANING/FIREPROOFING

J. CONTRACTOR MINIMUM QUALIFICATIONS

NOTE: IN ORDER TO BE CONSIDERED, BIDDER(S) MUST SUBMIT DOCUMENTATION OF THE FOLLOWING WITH THE BID. FAILURE TO PROVIDE WILL RESULT IN DISQUALIFICATION OF BID.

The bidder shall have maintained continual work experience in cleaning and flame retardant treatment of stage curtains made of various materials for a period of five (5) years prior to the bid date - with experience at schools, universities, or performing arts centers. **Bidder must submit written documentation with the bid, substantiating experience requirement.** Any of the following documentation will be acceptable:

- a. Copies of state or county licenses showing date business was opened.
- b. Copy of incorporation papers showing date of opening.
- c. A notarized statement affirming the opening date of the business.
- d. A notarized statement affirming previous years of experience of the principals of the firm.

K. PRODUCT TESTING

After the assessment of bid responses, the responsive, responsible vendor with the lowest bid may be asked to treat a School Board of Broward County active stage curtain in the presence of a Building Department Inspector. After the curtain has dried, a swatch will be sent to an independent lab for testing in accordance with NFPA 701, Test Method 1, Class A Fire Rating.

L. AWARDED VENDOR(S) RESPONSIBILITIES

- a. Be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the site.
- b. Safeguard of all equipment, tools, material, etc., at the work site.
- c. Correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.
- d. Have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the vendor(s) behalf.
- e. Conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language or smoking on school property is strictly prohibited.
- f. Be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. **NO** rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

VENDOR NAME: _____

LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

**SECTION 7, ATTACHMENT 1
REFERENCES**

Reference 1

	Name of Firm:	
	Scope of Work:	
	Date(s) of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

Reference 2

	Name of Firm:	
	Scope of Work:	
	Date(s) of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

Reference 3

	Name of Firm:	
	Scope of Work:	
	Date(s) of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 7, ATTACHMENT 1
REFERENCES (continued)

Reference 4

	Name of Firm:	
	Scope of Work:	
	Date(s) of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

Reference 5

	Name of Firm:	
	Scope of Work:	
	Date(s) of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

The School Board of Broward County, Florida

VENDOR NAME: _____

LC/lc

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 7, ATTACHMENT 2
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: _____
LC/lc

SECTION 7, ATTACHMENT 3
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 shall 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 shall abide by the terms of the statement and shall 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. Shall 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: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

SECTION 7, ATTACHMENT 4

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 shall 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.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this contract.

VENDOR NAME: _____

LC/lc

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return) _____		
Business name/disregarded entity name, if different from above _____		
Check appropriate box for federal tax classification: <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> <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 <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ </div> <div style="width: 50%; border-left: 1px solid black; padding-left: 10px; vertical-align: top;"> Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ </div> </div>		
Address (number, street, and apt. or suite no.) _____ City, state, and ZIP code _____	Requester's name and address (optional) _____ _____ _____	
List account number(s) here (optional) _____		

Employer identification number								
			-					

Date ▶

VENDOR NAME: _____
LC/lc

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/estates).

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: _____
LC/lc

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(a), 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(a) 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: _____
LC/lc

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 1-800-829-4050.

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@ftc.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: _____
LC/lc



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 shall 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: _____

Account No: _____

Checking

☐

Savings

☐

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: _____

LC/lc

SECTION 8, STATEMENT OF "NO BID"

If your company shall 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 shall 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: _____
LC/lc

The School Board of Broward County, Florida
STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT
TREATMENT

SECTION 9, ATTACHMENT 1
SAMPLE FORM - CERTIFICATE OF INSPECTION

CERTIFICATE OF INSPECTION

This is to certify that the performance space rigging has been inspected and found to be safe to operate.

Inspection report is available in the office.

School Name (Please Print)

Location (Please Print)

Inspection Company Name (Please Print)

Name of Inspector (Please Print)

Date

Signature of Inspector

The School District of Broward County, Florida

The School Board of Broward County, Florida
STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT
TREATMENT

SECTION 9, ATTACHMENT 2
SAMPLE FORM - STAGE RIGGING/SMOKE HATCH REPAIR TICKET
(See Special Condition 21)

DATE: _____ TECHNICIAN: _____

FACILITY NAME: _____

FACILITY ADDRESS: _____

MAKE: _____ MODEL: _____ SERIAL NUMBER: _____

TIME ARRIVED: _____ TIME LEFT: _____

DESCRIPTION OF WORK DONE: _____

FACILITY REPRESENTATIVE AND TITLE:

VENDOR NAME: _____
LC/lc

**EXHIBIT A
M/WBE PARTICIPATION**

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

Bidder'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
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: _____
LC/lc

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

**EXHIBIT B
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) 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 proposal.

Organization Name

ITB Number

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

VENDOR NAME: _____
LC/lc

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

**EXHIBIT B
INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

VENDOR NAME: _____
LC/lc