

#### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-05 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES CHARLES V. HIGH, PURCHASING AGENT IV www.browardschools.com

April 26, 2016

Dear Prospective Bidders:

SUBJECT: Instructions to Bidders

Invitation to Bid - 17-009V – School and Department Furniture

SCHOOL BOARD

DR. ROSALIND OSGOOD, *Chair* ABBY M. FREEDMAN, *Vice Chair* 

ROBIN BARTLEMAN HEATHER P. BRINKWORTH DONNA P. KORN PATRICIA GOOD, LAURIE RICH LEVINSON ANN MURRAY NORA RUPERT

ROBERT W. RUNCIE

Superintendent of School

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **School and Department Furniture**. 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 <a href="mailto:charles.high@browardschools.com">charles.high@browardschools.com</a>. 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 <u>charles.high@browardschools.com</u>. 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.

Charles V. High, C.P.M., A.P.P., MBA Purchasing Agent IV

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#### The School Board of Broward County, Florida PROCUREMENT AND WAREHOUSING SERVICES

**INVITATION TO BID** 

7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505

| <b>DUE DATE</b> : Bids due on (  | or befo   | ore 2:00 p.m. Eastern Time   | ITB NO  | D.:  | RELEASE DATE :  | PURCHASING AGENT:  |
|--|---|--|---|--|---|--|
| (ET) at Procurement & Wa   |   | •  | 17-00   | 09V  | APRIL 26, 2016  | Mr. Charles V. High  |
| JUI  | NE 28   | , 2016   |   |  | •   | 754-321-0527   |
| your bid. Bid(s) received, aft   | er the o  | I. Faxed bids are not allowed                                      | BID TI  |  | ARTMENT FURNITU   | RE   |
|  |   | SECTION 1  | I, Bidde  | er Acknowledgen                              | nent  |  |
| IN ACCORDANCE WITH GENERAL WHERE INDICATED BELOW AN RESPONSIVE.  | AL COND<br>ID SUBN  | DITION 1, THIS SECTION MUST BE C<br>MITTED WITH THE BID. FAILURE T | omplete<br>o provii   | DE THIS DOCUMENT,                            | WITH THE BID, WILL RESUI                                | F AN AUTHORIZED REPRESENTATIV<br>LT IN BID BEING CONSIDERED NOI          |
| Bidder's Name and state "D   | oing Bu   | usiness As", where applicable:                                     |   | address other than                           |   | If payment(s) is/are to be mailed omplete section below.   Check the ft. |
| Address:   |   |  |   | P.O. Address:                                |   |  |
| City:  |   |  |   |  |   |  |
| State:   |   | Zip Code:  |   | City:  |   |  |
| Telephone Number:  |   |  |   | State:                                       |   | Zip Code:  |
| Toll Free Number:  |   |  |   | Contact:                                     |   |  |
| Fax Number:  |   |  |   | Telephone Number                             | er:   |  |
| E-Mail Address of Authorized F   | Represei  | ntative:   |   | Toll Free Number:                            |   |  |
| E-mail Address to Send Purc  | hase O  | rders:   |   | Fax Number:                                  |   |  |
| Federal Tax Identification Num   | har:  |  |   |  |   |  |
| authorized by Bidder to do so. Bidder contents of all pages in this Invitation Addenda released hereto; Bidder acconditions contained in the ITB, and are requirements of this ITB and failt Bidder has not divulged, discussed, owith any other Bidder or party to any offered campaign contributions to Schembers for campaigns of other abidder is attempting to sell goods or offering campaign contributions shall any solicitation for a competitive pro II, Section GG as well as School Eundraising. Bidder acknowledges | er agrees in To Bid grees to b any rele ure to cor or compar or other bio hool Boan indidates or services I commen currement board Po that all ir lorida Su s bid are |  | ance of the ents of any terms and terms and e following submitted to colluder shas no chool Board which the imitation or "period for 3320, Par Contribution" the public the public the public the public and terms of the public the forms and the forms are the public | Signature of Au  Name of Author  Title       | uthorized Representative (<br>rized Representative (Typ |  |
|  |   |  | ON 2, Subr  | mittal Requirements                          |   |  |
| -  | order to  | assure that your bid is in complian                                | nce with I  | bid requirements, plea                       | ase verify that the submittal                           | s indicated by the $oxtimes$ below have                                  |
| mitted.<br>Bid Bond  |   | Descriptive Literature   | $\bowtie$   | M/WBE Participation                          | n   | aterial Safety Data Sheets   |
| Special Condition  |   | Special Condition  |   | Exhibit A                                    |   | pecial Condition   |
| Manufacturers Authorization Special Condition Bidder's Preference Statemen   | ⊠<br><mark>nt</mark>  | Conflict of Interest Form<br>Section 7, Attachment 1               | _   | Certificate of Debarr<br>General Condition 4 | ment 🗌 Of   | iher<br>pecial Condition   |
| Special Condition 7  Note: If your firm wishes to not s  | ubmit a l   | bid in response to the ITB, please co                              | omplete ar  | nd return, via mail or fa                    | x, the Statement of No Bid at                           | tached as the last page of this ITB.                                     |

#### **SECTION 3, GENERAL CONDITIONS**

- 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) <u>BIDDER'S RESPONSIBILITY</u>: 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) <u>BID SUBMITTED</u>: 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 initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
  - d) <u>BIDDING PREFERENCE LAWS</u>: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDRED 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.
- 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 <u>not</u> 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) <u>MISTAKES</u>: 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.
  - 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.
    - <u>UNDERWRITERS'</u> 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.

- 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. <u>SAMPLES:</u> 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. <u>DELIVERY:</u> 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. <u>INTERPRETATIONS:</u> 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.
- 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.
- 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. <u>INSPECTION, ACCEPTANCE & TITLE:</u> 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. <u>PAYMENT:</u> 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 Conflicing 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. <a href="INSURANCE">INSURANCE</a>: 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. <u>LICENSES, CERTIFICATIONS AND REGISTRATIONS:</u> 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. <u>OSHA:</u> 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.
- 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. <u>LIABILITY INSURANCE, LICENSES AND PERMITS:</u> 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.</u>
- 20. <u>BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:</u> 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.
- IRREVOCABILITY OF BID: A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
- 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. <u>EXPENDITURE</u>: 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. <u>BILLING INSTRUCTIONS:</u> 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. 3<sup>rd</sup> Avenue, 7<sup>th</sup> 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.
- 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.
- 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.
- 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 desirous 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. <u>ASSIGNMENT:</u> 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 preprinted 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.

REVISED 2/23/16

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 \_\_\_AUGUST 2, 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. <u>USE OF OTHER CONTRACTS:</u> 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. <u>INDEMNIFICATION</u>: 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. <u>PURCHASE BY OTHER PUBLIC AGENCIES</u>: 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.

36.

- 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.
- 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 nonfinancial 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 <u>BOTH</u> the <u>Debarment Form AND</u> the Invitation to Bid page. A signature on one document <u>cannot</u> 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.

- 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. <u>SEVERABILITY:</u> 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. <u>DISTRIBUTION</u>: DemandStar by Onvia, <u>www.demandstar.com</u>, 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. <u>TIE BID PROCEDURES:</u> 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 <u>SWORN STATEMENT PURSUANT TO CHAPTER 287.087</u>, <u>FLORIDA STATUTES</u>, <u>AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO <u>BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS</u>. 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.</u>

- 51. <u>DISPUTES</u>: 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 the Board'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 visit www.browardschools.com/sdop.
- 53. <u>SBBC MATERIAL NUMBER:</u> 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 be found at the following can http://www.broward.k12.fl.us/police/pdf/seccle/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 reapply 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. <u>AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:</u> 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 subcontracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
- 56. <u>ORIGINAL DOCUMENT FORMAT:</u> 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.
  - b) All departments being advised not to do business with Awardee.
- **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. 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. <u>TERMINATION:</u> 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.
- 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. <u>CONFIDENTIAL RECORDS</u>: 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. <u>INTRODUCTION AND SCOPE</u>: The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on SCHOOL AND DEPARTMENT FURNITURE with a single, fixed percentage discount and firm pricing as specified herein. Bids will be considered from manufacturers, authorized distributors or authorized dealers only for Items 1 177. (See Special Condition 8) For Items 1 177, this bid requests catalogs/price lists for office, classroom, computer and library furniture. Only furniture items listed within a distributor's catalog can be purchased under this contract. For Bid Items 1 177, percentage discount shall remain firm for the contract period; catalogs/price lists may be updated during the term of the contract with price adjustments. Items 178 186 will require firm pricing for the term of the contract. One hard-copy bid and one identical electronic version of the bid, in PDF on CD/flash drive, must be submitted in time for bid opening.
- 2. <u>TERM:</u> The award of this bid shall establish a contract for the period beginning October 1, 2016 and continuing through September 30, 2018. Bids will not be considered for a shorter period of time. Percentage discount offered shall be firm for the entire contract period. Items will be ordered on an as-needed basis.
- 3. <u>AWARD</u>: Bid Items 1 177, Bid shall be awarded by ITEM to a responsive and responsible bidder meeting all specifications, terms and conditions offering the GREATEST SINGLE-FIXED PERCENTAGE DISCOUNT from manufacturer's suggested retail pricelist (MSRP) or Distributor's Retail Price List. Offering a percentage mark-up instead of a discount shall result in disqualification of bid item. Multiple discounts offered will be disqualified. Each bid item provides a section called "additional information" and the information provided, under each section, will not be used for award purposes.

For **Bid Items 178 – 186**, Bid shall be awarded by **ITEM OR BY GROUP**, as indicated on the Bid Summary Sheets, to the lowest responsive and responsible Bidder(s) meeting all specifications, terms and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. For items in groups, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to be considered for award. In the event that any item in the group does not meet the specifications, the entire group will be disqualified. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for any item within a group will result in disqualification of the group. Bidder should carefully consider each item for conformance to specifications.

SBBC reserves the right to release new bids for any item(s) that are included in catalogs/price lists submitted, is a packaged order, has special installation requirements or is in the best interest of SBBC.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.

4. <a href="MINFORMATION:">INFORMATION:</a> Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Mr. Charles V. High, C.P.M., A.P.P., MBA Procurement and Warehousing Services, 754-321-0527 or e-mail at <a href="mailto:charles.high@browardschools.com">charles.high@browardschools.com</a> 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 Mr. High, 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.

| VENDOR NAME: _ |  |
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#### SECTION 4, SPECIAL CONDITIONS (Continued)

- 5. <u>CONTRACT RENEWAL:</u> 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 two year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.
- 6. <u>DELIVERY FROM RECEIPT OF PURCHASE ORDER:</u> Bidder shall indicate delivery information on Bid Summary Sheets where indicated. Delivery is desired no later than **30 days after receipt of order (ARO)**.
- PIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 6, ATTACHMENT 4 TO BE CONSIDERED FOR AWARD. The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 6, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.
- 6. CATALOGS/PRICE LIST(S): Bidder(s) shall furnish, upon request, one copy of their current manufacturers' or distributor's catalog or price list(s) indicating the retail price for all items bidder can furnish. Due to the number of manufacturers/distributors stated within this bid, CD-ROM or thumb drives will be required in lieu of hard paper copies of catalogs/price lists. CD-ROM or thumb drive files shall be indicated with the manufacturer's or distributor's name for each catalog/price list(s) offered. Failure to provide a copy of the manufacturer's catalog or Price List, upon request, shall result in disqualification of bid item. CD-ROM or memory stick shall be "functional" when submitted with the bid. Functional shall mean that files can be easily accessed from the CD-ROM or memory stick. If the CD-ROM or thumb drive submitted upon request is "non-functional" then the bid will be disqualified. Any catalogs/price lists and bids submitted for other than that manufacturer or commodity stated will not be accepted. Awardees will be requested to deliver this same catalog/price list to locations within Broward County, Florida upon request and at no cost to SBBC. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, the start date of the contract, the expiration of the contract, and the Awardee's single fixed percentage discount offered on the front of the catalogs/price lists when it is delivered by the Awardee to requesting SBBC locations.

If, during the contract period, the Awardee issues replacements to the retail price list(s) a copy of the replacement retail price list(s) are to be forwarded to: SBBC, Procurement & Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 on CD-ROM or thumb drive. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.

| VENDOR NAME: |  |
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#### **SECTION 4, SPECIAL CONDITIONS (Continued)**

7. SINGLE FIXED PERCENTAGE DISCOUNT OFFERED: Bidder should indicate in all spaces provided on the Bid Summary Sheet their single-fixed percentage discount for the indicated manufacturers/distributors that will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract. Only one single percentage discount shall be offered by the bidder and shall apply to all items offered. Items excluded from the discount shall be stated with the submitted bid. Discounts should not be predicated upon receiving a certain size minimum order. Discounts should be offered on the basis of order quantities of one (1) or more. Multiple discounts offered will be disqualified.

Bidders shall offer their single-fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current retail list price. <u>Awardee(s) may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.</u>

- 8. <u>AUTHORIZED DEALER/DISTRIBUTOR</u>: Verification of dealer/distributor authorization on the manufacturer's letterhead to sell the manufacturer's product line must be submitted for EACH MANUFACTURER (ITEM) OFFERED by each Bidder. Failure to provide this information with the bid or upon request will result in disqualification of the bid item.
- 9. <u>DELIVERY/FREIGHT:</u> All Awardees shall provide "inside delivery", F.O.B. Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Any delivery costs should be stated in detail on a quotation issued to an SBBC location. <u>Delivery or freight collect shall not be allowed.</u> <u>Delivery or freight charge shall be prepaid and added to the invoice as a separate amount on the invoice.</u> Awardee shall be responsible for filing, processing and collecting all damage claims against the shipper for damaged materials.

All furniture for inside delivery or tailgate (warehouse only) shall be unloaded by the Awardee and/or Awardee's contracted delivery company. <u>Delivery vehicles shall be equipped with lift gates to facilitate safe unloading of furniture for school/department locations</u>. SBBC employees shall not handle or unload any delivered furniture.

10. SHIPMENTS AND INVOICING: SBBC "purchase order number" and "ship to" information shall appear on all shipments, bills of lading, packing lists and invoices. All shipments will be made in no more than three increments. The third, and final shipment, if necessary, shall be made no more than 30 calendar days subsequent to the date of purchase order.

Material back-ordered should be clearly indicated on the packing slip. Schools, departments and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

Deliveries: Furniture shall be placed in the proper room/areas and in the exact location identified by District staff. Furniture shall be placed in a ready-to-use, new condition and be functional and clean.

11. <u>COMPANY REPRESENTATIVE:</u> Bidder is requested to indicate in space provided on the Additional Information Sheet, the name, address, telephone number, etc., of the representative(s) who could make periodic scheduled visits to the schools, departments and centers and who will be available **upon request to resolve billing and delivery problems**.

| VENDOR NAME: _ |  |
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#### SECTION 4, SPECIAL CONDITIONS (Continued)

- 12. MINIMUM ORDER: No minimum dollar or quantity amounts shall be allowed under this contract. The actual quantity ordered may be as low as one each or unit which Awardees will be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one each or unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location. Price or quantity restrictions stated by any bidder shall not be considered for award. Any bid which stipulates minimum order by quantity or dollar amount will not be considered for award. 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.
- BID CONDITIONS: Bidder, by virtue of submitting a bid, agrees that <u>SBBC's terms and conditions herein shall take</u> precedence over any terms and conditions submitted with the bid, either appearing separately or included in preprinted catalog(s) and/or price list(s) or other literature. Bidder agrees with this condition my signing the ITB bidder acknowledgement page.
- 14. <u>INSTALLATION:</u> Bidder may offer a special installation cost at a per hour rate as stated on the Bid Summary Sheets and will be used as "additional information". All furniture shall be installed according to the standards established by the terms, specifications, drawings and construction notes and meet manufacturer's specifications and industry standards. All work performed by the Awardee and/or subcontractors pursuant to this contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge. Installers must follow the following guidelines:
  - A. Employee(s) of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day.
  - B. All of the installer's employees shall wear SBBC identification badges which contain a photo, individual's name and the company name. Other types of identification badges are not acceptable. Failure to properly wear and display identification will result in dismissal of installer's employee from School Board property.
  - C. All of the installer's employees shall be clean and appropriately dressed at all times while on school campus. Shirts shall be worn at all times.
  - D. Awardee/Installer shall furnish, at their own expense, all supervision, equipment, machines, tools, materials, labor, transportation and all necessary items needed to perform site preparation and installation of equipment.
  - E. Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work since generally the site preparation and installation of equipment will occur while school is in session. This shall include, but not be limited to, the erection of barricades and signs to isolate the worksite and minimize the risk of injury to anyone on the school campus or site location.
  - F. Ensure that all items are installed in accordance with manufacturer's equipment specifications.
  - G. Unpack, uncrate and install equipment at the site location in accordance with bid specifications and SBBC policies and procedures.
  - H. All rubbish, refuse, scrap materials and debris as a result of awardee's installation must be cleared from the site location on a daily basis by the awardee/installer. No rubbish, refuse or scrap materials as a result of installation shall be placed in SBBC dumpsters. Leave the work site clean and free of any debris at the end of each work day.
  - I. At completion of installation, the site shall be in a ready to use condition, free of debris. Restore site to its original condition.

| VENDOR NAME: _ |  |
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#### SECTION 4, SPECIAL CONDITIONS (Continued)

- DESIGN SERVICES: Bidders may provide design services <u>at no additional cost</u> as part of this contract. Services may include initial meeting with District location, design development, floor plans, finish selections and floor plan revisions. Design services will include the use of Computer-Aided Design (CAD). A CAD and PDF of all floor plans must be provided to the District location for review.
- 16. <u>REQUEST FOR QUOTE:</u> SBBC will routinely request quotes, which may include design services. Not all quotes may result in a new order due to budget shortfalls or is the lowest cost. These quotes shall follow the terms, conditions and specifications of this ITB. <u>All quotes submitted by Awardee must state, as a minimum, the list price less discount, installation cost as well as the brand (manufacturer) and stock number of the item(s) quoted to SBBC locations.</u>

#### 17. DAMAGE/REPLACEMENT POLICY:

- A. <u>Damage discovered at time of delivery</u>: If damaged furniture is discovered during the delivery process, Awardee and SBBC location staff must assess the damage and determine whether it is unsafe or if the damage requires a minor repair. If the damaged furniture is repairable or usable, the furniture may be left on-site with the approval of SBBC location's staff provided that the repair can be completed within one week of discovery. If the repair cannot be completed within one week, or the furniture is unsafe or unusable, the furniture shall be removed immediately. Removed furniture shall be replaced with the exact or similar furniture. Awardee shall be responsible for the removal of the damaged furniture at its expense. The District reserves the right to reject the repair of furniture if, in its judgment, would be better served by receiving a replacement item. Awardee may provide "loaner" furniture on a temporary basis, if necessary, to reorder replacement furniture or if the repair will take longer than expected. Awardee shall replace the damaged furniture either the same day or within 10 to 20 working days from date of incident (not to exceed a maximum of 30 calendar days).
- B. <u>Damage discovered after time of delivery</u>: Upon notification by the District within ten (10) working days, Awardee shall have **two (but no more than five) working days** to inspect the defective items to determine if the damage is unsafe or damages require a minor repair. If the damaged furniture is repairable or usable, the furniture may be left on-site with the approval of the District location's staff provided that the repair can be completed within one week of discovery. If the repair cannot be completed within one week, or the furniture is unsafe or unusable, the furniture shall be removed immediately. Removed furniture shall be replaced with the exact or similar furniture. Awardee shall be responsible for the removal of the damaged furniture at its expense. The District reserves the right to reject the repair of furniture if, in its judgment, would be better served by receiving a replacement item. Awardee may provide "loaner" furniture on a temporary basis, if necessary, to reorder replacement furniture or if the repair will take longer than expected. Awardee shall replace the damaged furniture either the same day or within 10 to 20 working days from date of incident (not to exceed a maximum of 30 calendar days).
- 18. <u>SUBCONTRACTORS</u>: In the event that the Awardee will contract the services of a subcontractor for delivery and installation, Awardee must notify SBBC prior to delivery. SBBC reserves the right to accept or decline a proposed subcontractor. Subcontractors performing installation must have SBBC issued ID badges before entering on School Board Property. (General Condition 49)
- 19. ORDERS: No guarantee as to the dollar amount of this bid is implied or given. SBBC is <u>NOT</u> obligated to place any order with any Awardee in this bid. However, all schools and departments requesting furniture not available in SBBC's warehouse or available on other SBBC bids, will be directed to the Awardees of this contract. Individual orders will be placed on an as needed basis. The prices applicable to any purchase order are those that were in effect on the date of issuance of the purchase order.
- 20. <u>NEW FURNITURE</u>: Product offered shall be for <u>new furniture</u>; i.e., units that have not been previously used in any way and are being actively marketed by the manufacturer. Minor parts within the furniture may have remanufacturered components. Therefore, <u>reconditioned</u>, <u>refurbished</u>, <u>rebuilt</u>, <u>discontinued</u>, <u>used</u>, <u>shop worn</u>, <u>demonstrator</u>, prototype furniture or other type of furniture of this kind are not acceptable and will be rejected.

| VENDOR NAME: _ |  |
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#### **SECTION 4, SPECIAL CONDITIONS (Continued)**

- 21. <u>COLOR/FINISHES</u>: Standard colors and finishes will be chosen at the time of order. Finish samples/color chips may be requested by SBBC prior to placing an order and will be issued at no charge to SBBC. If finish samples/color chips need to be returned to the Awardee, Awardee shall be responsible to communicate this requirement to the SBBC location. It will be the responsibility of SBBC location to state the finish and color requested on the Purchase Order or attach the Awardee's quote stating the finish and color selection with the order.
- 22. <u>WARRANTY:</u> Manufacturer's standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by an authorized representative of SBBC.
- 23. FURNITURE RECALL: In the event the Awardee receives notice that a product delivered by the Awardee to SBBC has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unit fit for use by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awardee shall notify SBBC's bid Purchasing Agent (listed in Special Condition 4) within two business days of receiving such notice. SBBC's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate or diminish the awardee's duty to notify SBBC's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for use. The form and content of such notice to SBBC shall include the name and description of the affected product; the approximate date the affected product was delivered to SBBC; the bid number; the ship to address; and relevant information relating to the proper handling of the affected product and/or disposition of the affected product by SBBC, if necessary to protect the health, welfare and safety of SBBC students or employees; and any health hazards known to the awardee which may be caused or created by the affected product(s). Awardee shall, at the option of the Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to SBBC. Unless it is absolutely necessary for SBBC to dispose of the affected product, the awardee shall be responsible for removal and/or replacement of the affected product within a reasonable period of time, as determined by SBBC, without causing significant inconvenience to SBBC.

At the option of SBBC, the Awardee may be required to reimburse storage and/or handling fees to be calculated from time of delivery and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. Awardee will bear all costs associated with the removal (disassembled) and proper disposal of the affected product. Failure to reimburse the purchase price and storage and/or handling fees or to remove the affected product with an equivalent replacement within a reasonable period of time without significant inconvenience to SBBC will be considered a default of contract.

- 24. <u>SALES PROMOTIONS / PRICE REDUCTIONS</u>: If sales promotions occur during the course of this contract, SBBC shall receive the full benefit of such reductions of lower than the discount established by this bid. Supply Management & Logistics Department must be notified of these promotions, in writing, specifying the beginning and end dates of the sales promotion. Price reductions announced by the awardee/manufacturer shall take effect immediately and be applied to unshipped and subsequent orders.
- 25. <u>FURNITURE RECONFIGURATION AND/OR RELOCATION</u>: Awarded vendors may offer furniture reconfiguration and/or relocation as part of an additional service under this contract. SBBC may need to reconfigure or relocate an office/school. Awarded vendors may offer SBBC a written quotation for this service. <u>The quotation will need to encompass a turn-key solution for the reconfiguration and/or relocation of the furniture.</u>

Awardee shall be responsible for the complete removal and relocation of the furniture/equipment identified by SBBC or on drawings. Operations at the office/school location must remain running at all times during the execution of furniture and equipment removal and relocation. Any activity that will affect SBBC operations must be discussed with SBBC location at least two (2) weeks in advance.

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#### **SECTION 4, SPECIAL CONDITIONS (Continued)**

#### 26. <u>FURNITURE RECONFIGURATION AND/OR RELOCATION (Cont'd)</u>

- 1. Provide containers suitable for packing and shipping at the various sites for packing the contents of storage cabinets, desks, file cabinets, desk top computers, etc. that are scheduled to be relocated. Provide packing materials for sensitive or breakable equipment. SBBC will pack and unpack these containers. Coordinate the size, number and schedule of containers with SBBC at each site. Provide the loading, transport and unloading of these containers to the areas at the designated areas.
- 2. Decommission identified furniture and equipment, furnishings and accessories at the designated sites shown in the provided documents. Modular furniture must be individually identified for easy reassemble.
- 3. Dismantle, package and transport the identified furniture and equipment, furnishings and accessories, to the designated site.
- 4. Reassemble and install all identified furniture and equipment, furnishings and accessories in the locations shown in the provided documents.
- 5. Install and complete utility hook-ups for identified furniture and equipment, furnishings and accessories.
- 6. Test and re-commission all identified furniture and equipment, furnishings and accessories to ensure that all are functional individually and properly interface with components, accessories and building and site systems. Awardee shall be responsible for ensuring that all furniture and equipment maintains the existing quality of functionality after relocation and installation.
- 7. Systems furniture workstations, file cabinets and other office furniture identified on the drawings will be dismantled, moved and re-assembled by the Awardee. Awardee is responsible for providing and installing new electrical, data and voice connections to these furnishings in their new locations.
- 8. Perform all furniture and equipment removal operations in accordance with the project sequencing, scheduling and phasing requirements as defined in the provided documents.
- 27. PROTECTION OF WORK, PROPERTY AND PERSONNEL: 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 caused by 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. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

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#### **SECTION 4, SPECIAL CONDITIONS (Continued)**

28. <u>M/WBE UTILIZATION:</u> 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) with in 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 a 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 Florida Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Proposal.

- 29. <u>M/WBE UTILIZATION REPORTING</u>: 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.
- 30. <u>STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES (SREF):</u> The following specifications below are required by SREF

#### Chapter 5

**Built-In Cabinets and Casework**. Cabinets and casework, such as in kitchens, toilet areas, classrooms, etc., shall be accessible, free of hazards and maintained in a safe and secure condition at all times. Built-ins and casework, including plastic laminates, where provided, shall be <u>free of sharp corners</u>, <u>splinters or any construction feature</u>, such as protruding hardware, that would be hazardous to occupants and users.

All furniture, where students have access, must not have sharp corners where corners are exposed. <u>Furniture with rounded edges will be a requirement for all catalog items</u>. Inspectors will be citing all sharp cornered/edged furniture during their inspections. The following furniture items have been cited for these issues, to include, but not limited to, metal filing cabinets, office furniture and metal and wood bookcases. An item that will be added to this ITB will be corner padding for furniture where sharp corners are exposed.

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|        |  | Single-Fixed<br>Percentage<br>Discount |
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| ITEM 1 | 9 TO 5 SEATING  Ergonomic Office Seating  ADDITIONAL INFORMATION:  Delivery: Days ARO  Installation:  Reconfiguration of Existing Furniture - \$/hr.       | %                                      |
| TEM 2  | ABCO Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                              | %                                      |
| TEM 3  | ACADEMIA FURNITURE IND. Classroom Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation Reconfiguration of Existing Furniture - \$/hr.          | %                                      |
| TEM 5  | ADDEN FURNITURE Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Reconfiguration of Existing Furniture - \$/hr.                                 | %                                      |
| TEM 6  | ADJUSTABLE SHELVING Shelving (Library) ADDITIONAL INFORMATION: Delivery: Days ARO Installation Reconfiguration of Existing Furniture - \$/hr.              | %                                      |
| TEM 7  | AFFORDABLE INTERIOR SYSTEMS (AIS) Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |

| VENDOR NAME: _ |  |
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Single-Fixed

# The School Board of Broward County, Florida SCHOOL AND DEPARTMENT FURNITURE (CATALOG)

|         |   | Percentage<br>Discount |
|---------|---|------------------------|
| ITEM 8  | ALL STEEL Office Systems/Seating/Storage/Tables/Accessories ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                          | %                      |
| ITEM 9  | ALLSEATING Seating/Chairs ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                      |
| ITEM 10 | ALUMNI CLASSROOM FURNITURE Seating, Combo Desks, Computer Tables, Science Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                      |
| ITEM 11 | AMERICAN SEATING Seating/Chairs ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                      |
| ITEM 12 | AMPLIVOX SOUND SYSTEMS Lecterns ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                      |
| ITEM 13 | AMTAB Folding Tables/Healthcare Tables/Conference Tables ADDITIONAL INFORMATION Delivery: Days ARO Installation:  | %                      |
|         | Reconfiguration of Existing Furniture - \$/hr.  |                        |

| VENDOR NAME: _ |  |
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Single-Fixed

## **SECTION 5, BID SUMMARY SHEET**

|         |  | Percentage<br>Discount |
|---------|--|------------------------|
| ITEM 14 | ARNOLD FURNITURE  Desks/Credenzas/Conference Tables/Lecterns, etc.  ADDITIONAL INFORMATION:  Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                      |
| ITEM 15 | ARCO-BELL Classroom Furniture/Computer Desks/Tables/Chairs ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.            | %                      |
| ITEM 16 | ARTOPEX USA Office Furniture & Systems/Metal Storage/Chairs ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.          | %                      |
| ITEM 17 | AURORA Filing/Storage, Mobile Storage Systems ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                        | %                      |
| ITEM 18 | AVTEQ Audio Visual Furniture ONLY ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                     | %                      |
| ITEM 19 | BALT Audio Visual Furniture ONLY ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                     | %                      |

#### SCHOOL AND DEPARTMENT FURNITURE (CATALOG)

#### **SECTION 5, BID SUMMARY SHEET**

Single-Fixed Percentage Discount ITEM 20 BORROUGHS CORP. Shelving – Warehouse/Office/Libraries ADDITIONAL INFORMATION: Delivery: \_\_\_\_\_ Days ARO Installation: Reconfiguration of Existing Furniture - \$\_\_\_\_/hr. **BOSS OFFICE** ITEM 21 Office Furniture ADDITIONAL INFORMATION: Delivery: \_\_\_\_\_ Days ARO Installation: Reconfiguration of Existing Furniture - \$\_\_\_\_\_ /hr. ITEM 22 BRETFORD MFG. Desks/Lecterns/Notebook Carts/Shelving/Tables **ADDITIONAL INFORMATION** Delivery: \_\_\_\_\_ Days ARO Installation: Reconfiguration of Existing Furniture - \$\_\_\_\_/hr. ITEM 23 **BRODHEAD GARRETT** Career/Technical Furniture only **ADDITIONAL INFORMATION** Delivery: \_\_\_\_\_ Days ARO Installation: Reconfiguration of Existing Furniture - \$\_\_\_\_/hr. ITEM 24 **BUILT-RITE OFFICE FURNITURE** Operable Walls/Snap Panels/Partitions/Office Furn. ADDITIONAL INFORMATION: Delivery: \_\_\_\_\_ Days ARO Installation: Reconfiguration of Existing Furniture - \$\_\_\_\_/hr. **ITEM 25 BUSH BUSINESS FURNITURE** Office Furniture **ADDITIONAL INFORMATION:** Delivery: \_\_\_\_\_ Days ARO Installation:\_\_\_\_ Reconfiguration of Existing Furniture - \$\_\_\_\_/hr.

VENDOR NAME: \_\_\_\_\_\_

Single-Fixed

VENDOR NAME: \_\_\_\_\_

CVH/avt

|         |  | Percentage<br>Discount |
|---------|--|------------------------|
| ITEM 26 | CABOT WRENN Office Seating and Tables ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.            | %                      |
| ITEM 27 | CAPITAL SEATING (US CAPITAL) Classroom Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                      |
| ITEM 28 | CAROLINA BUSINESS FURNITURE Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.     | %                      |
| ITEM 29 | CHERRYMAN INDUSTRIES Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.            | %                      |
| ITEM 30 | CHILDCRAFT Classroom Furniture only ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.               | %                      |
| ITEM 31 | CHILDREN'S FACTORY Early Childhood Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation:   | %                      |
|         | Reconfiguration of Existing Furniture - \$/hr.   |                        |

## **SECTION 5, BID SUMMARY SHEET**

|         |   | Single-Fixed<br>Percentage<br>Discount |
|---------|---|--|
| ITEM 32 | CLARIDGE Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |
| ITEM 33 | CLASSROOM SELECT Classroom Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                | %                                      |
| ITEM 34 | COLUMBIA MFG. Classroom Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                   | %                                      |
| ITEM 35 | CONTEMPORY INTERIORS Office/Building/Educational Laminate Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 36 | CORRELL, INC. Tables/Folding Tables and Chairs ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                       | %                                      |
| ITEM 37 | CREST CABINET MFG Educational/Institutional Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                | %                                      |

CVH/avt

|         |   |       | Single-Fixed<br>Percentage<br>Discount |
|---------|---|-------|--|
| ITEM 38 | DA-LITE Audio Visual Furniture ONLY ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$                                  | /hr.  | %                                      |
| ITEM 39 | DAR RAN FURNITURE Office Furniture/Tables/Reception/Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$         | _/hr. | %                                      |
| ITEM 40 | DATUM (REI MAIL-MASTER) File Storage Systems ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$                        | _/hr. | %                                      |
| ITEM 41 | DAVIS FURNITURE Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$                                     | _/hr. | %                                      |
| ITEM 42 | DESIGN OPTIONS Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$                                     | _/hr. | %                                      |
| ITEM 43 | DIVERSIFIED WOODCRAFTS Educational Work Stations/Tables/Mobile Units ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$ | _/hr. | %                                      |
| VENDOR  | NAME:   | _     |  |

Single-Fixed

## SECTION 5, BID SUMMARY SHEET

| Percentage<br>Discount |
|------------------------|
| %                      |
| %                      |
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| %                      |
| %                      |
|                        |

Single-Fixed

CVH/avt

|         |   | Percentage<br>Discount |
|---------|---|------------------------|
| ITEM 50 | FAIRFIELD Office Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                      |
| ITEM 51 | FALCON (JOHNSON TABLES) Office Furniture/Tables/Files ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.               | %                      |
| ITEM 52 | FIRE KING Fire Resistant - File & Storage Cabinets/Safes/Data Safes ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                      |
| ITEM 53 | FISHER SCIENTIFIC CO. Science/Laboratory Furniture Only ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.             | %                      |
| ITEM 54 | FLEETWOOD Furniture for Schools, Churches & Libraries ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                | %                      |
| ITEM 55 | FOOD COURT DESIGN GROUP Cafeteria Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                         | %                      |
| VENDOR  | NAME:   |                        |

CVH/avt

|         |  | Percentage<br>Discount |
|---------|--|------------------------|
| ITEM 56 | FREY SCIENTIFIC Science/Laboratory Furniture ONLY ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                      |
| ITEM 57 | GEORGIA CHAIR School Furniture – Classroom/Library ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                      |
| ITEM 58 | GHENT FURNITURE Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                   | %                      |
| ITEM 59 | GLOBAL INDUSTRIES Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                  | %                      |
| ITEM 60 | GRAND RAPIDS CHAIR Tables/Chairs ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                   | %                      |
| ITEM 61 | GREAT OPENINGS Office File Cabinets/Storage ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.         | %                      |
| VENDOR  | NAME:  |                        |

## **SECTION 5, BID SUMMARY SHEET**

|         |  | Single-Fixed<br>Percentage<br>Discount |
|---------|--|--|
| ITEM 62 | GRESSCO Early Childhood Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 63 | GUNLOCKE Office Furniture – Case Goods/Conference Tables/Executive Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 64 | H. WILSON & COMPANY Audio Visual Furniture Only – No Electronic Equipment ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 65 | HALCON FURNITURE Contemporary Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                              | %                                      |
| ITEM 66 | HALE MFG. Wood Bookcases ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 67 | HALLOWELL Lockers and Storage Lockers ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                       | %                                      |

## **SECTION 5, BID SUMMARY SHEET**

|         |  | Single-Fixed<br>Percentage<br>Discount |
|---------|--|--|
| ITEM 68 | HASKELL Contemporary Educational Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |
| ITEM 69 | HAWORTH (KINETICS) Office Systems/Seating/Storage/Tables/Accessories ADDITIONAL INFORMATION: Delivery: Days ARO Installation:  | %                                      |
| ITEM 70 | Reconfiguration of Existing Furniture - \$/hr.  HICKORY BUSINESS FURNITURE (HBF) Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 71 | HIGH POINT FURNITURE (HFPI) Office Case Goods/Seating/Tables ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                      | %                                      |
| ITEM 72 | HIGHMARK SEATING Office Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 73 | HIRSH INDUSTRIES Filing and Shelving ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
|         |  |  |

Single-Fixed

# The School Board of Broward County, Florida SCHOOL AND DEPARTMENT FURNITURE (CATALOG)

## SECTION 5, BID SUMMARY SHEET

|         |   | Percentage<br>Discount |
|---------|---|------------------------|
| ITEM 74 | HON Office Furniture/Cabinets/Files/Storage/Tables/Desks ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                              | %                      |
| ITEM 75 | HORIZON SEATING Office Seating ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                      |
| ITEM 76 | HUMANSCALE Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                      |
| ITEM 77 | ICEBERG Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                      |
| ITEM 78 | INDIANA FURNITURE Office Case Goods/Seating/Tables ADDITIONAL INFORMATION Delivery: Days ARO Reconfiguration of Existing Furniture - \$/hr.   | %                      |
| ITEM 79 | INTEGRITY FURNITURE Cafeteria Tables, Student Desks, Early Childhood, Seating, Tables ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                      |
|         |   |                        |

VENDOR NAME: \_\_\_\_\_

CVH/avt

|  | Percentage Discount   |
|--|---|
| INTERIOR CONCEPTS  Education/Office Furniture  ADDITIONAL INFORMATION:  Delivery: Days ARO Installation:  Reconfiguration of Existing Furniture - \$/hr.                     | %   |
| IRONWOOD (GLACIER) School Furniture - Classroom/Library/Music Storage ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %   |
| ISE ERGONOMICS Computer Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                    | %   |
| IZZY DESIGN Office Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %   |
| JASPER SEATING/LIBRARY FURNTURE (JSI) Library Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.              | %   |
| JOFCO Office Furniture: Case Goods/Seating/Conference Room Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %   |
|  | Education/Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  IRONWOOD (GLACIER) School Furniture - Classroom/Library/Music Storage ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  ISE ERGONOMICS Computer Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  IZZY DESIGN Office Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  JASPER SEATING/LIBRARY FURNTURE (JSI) Library Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  JOFCO Office Furniture: Case Goods/Seating/Conference Room Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  JOFCO Office Furniture: Case Goods/Seating/Conference Room Furniture ADDITIONAL INFORMATION Delivery: Days ARO |

### **SECTION 5, BID SUMMARY SHEET**

|         |  | Single-Fixed<br>Percentage<br>Discount |
|---------|--|--|
| ITEM 86 | JONTI-CRAFT Early Childhood Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |
| ITEM 87 | KAPLAN EARLY LEARNING COMPANY Early Childhood Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                          | %                                      |
| ITEM 88 | KEILHAUER Executive, Office and Lounge Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                   | %                                      |
| ITEM 89 | KFI SEATING (KENTUCKIANA FOAM) Office/Educational Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                        | %                                      |
| ITEM 90 | KIMBALL OFFICE Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 91 | KRUEGER INTERNATIONAL (KI) Office/Educational Furniture/Desks/Chairs/File Storage ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
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|         |  | Single-Fixed<br>Percentage<br>Discount |
|---------|--|--|
| ITEM 92 | KRUG Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                      | %                                      |
| ITEM 93 | LACASSE Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                    | %                                      |
| ITEM 94 | LAKESHORE EQUIPMENT Children's Classroom Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.          | %                                      |
| ITEM 95 | LENCORE Sound Masking Systems ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                              | %                                      |
| ITEM 96 | LEONARD PETERSON & COMPANY Science and Laboratory Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 97 | LESRO INDUSTRIES Traditional/Contemporary Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation:   | %                                      |
|         | Reconfiguration of Existing Furniture - \$/hr.   |  |

| VENDOR NAME: _ | <br> |
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| CVH/avt        |      |

## **SECTION 5, BID SUMMARY SHEET**

|          |   | Single-Fixed<br>Percentage<br>Discount |    |
|----------|---|--|----|
| ITEM 98  | LIBRARY BUREAU Library Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  |  | _% |
| ITEM 99  | LOEWENSTEIN (GREGSON) Seating Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   |  | _% |
| ITEM 100 | COGIFLEX Office/Reception/Conference Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   |  | _% |
| ITEM 101 | LUXOR Audio Visual Furniture ONLY ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   |  | _% |
| ITEM 102 | MAGNUSON GROUP  Mail Sorting/Shelving/Moveable Screens/Tables/ Lecterns/Showcases/Waste Receptacles  ADDITIONAL INFORMATION:  Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. |  | _% |
| ITEM 103 | MARTIN BRATTRUD Seating/Tables ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  |  | _% |

CVH/avt

|          |  | Single-Fixed<br>Percentage<br>Discount |
|----------|--|--|
| ITEM 104 | MARVEL Office/Mail Room/Utility Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                 | %                                      |
| ITEM 105 | MAYLINE Storage/Seating/Roll Files/Tables/Technology Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.            | %                                      |
| ITEM 106 | MAXON (BPI BUDGET) Office Cubicles/Laminate Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                     | %                                      |
| ITEM 107 | MEDIATECHNOLOGIES Library Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                       | %                                      |
| ITEM 108 | MIDWEST FOLDING PRODUCTS Folding Tables/Seating/Cafeteria Tables ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.         | %                                      |
| ITEM 109 | MITY-LITE Folding Tables/Chairs/Small Staging/Dance Floor/Folding Panels ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| VENDOR N | NAME:  |  |

### **SECTION 5, BID SUMMARY SHEET**

|          |  | Single-Fixed<br>Percentage<br>Discount |
|----------|--|--|
| ITEM 110 | MODUFORM Seating/Case Goods/Tables/Specialty Furniture ADDITIONAL INFORMATION Delivery: Days ARO Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 111 | NATIONAL OFFICE Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |
| ITEM 112 | NATIONAL PUBLIC SEATING Stages/Risers/Science Lab/Music Room/Folding Chairs/Cafeteria Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 113 | NELSON ADAMS (NACO) Cafeteria Seating, Visual Display Boards, Tackable Wall Panels ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.             | %                                      |
| ITEM 114 | NEUTRAL POSTURE Office Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |
| ITEM 115 | NEVERS Conference/Office Tables ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |

Single-Fixed

|          |  | Percentage<br>Discount |
|----------|--|------------------------|
| ITEM 116 | NEVINS LIMITED  Planters/Receptacles/Conference & Presentation Tables  ADDITIONAL INFORMATION  Delivery: Days ARO  Installation:  Reconfiguration of Existing Furniture - \$/hr. | %                      |
| ITEM 117 | NORSON INDUSTRIES Bookcases/Wall Systems/Computer Consoles ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                | %                      |
| ITEM 118 | NOVA SOLUTIONS Office and Computer Workstations ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                          | %                      |
| ITEM 119 | NUCRAFT Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                      |
| ITEM 120 | OFFICE FURNITURE USA Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                     | %                      |
| ITEM 121 | OFM, INC. Office Furniture/Shelving ADDITIONAL INFORMATION Delivery: Days ARO Reconfiguration of Existing Furniture - \$/hr.   | %                      |

| VENDOR NAME: |  |
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| CVH/avt      |  |

Single-Fixed

VENDOR NAME: \_\_\_\_\_

CVH/avt

|          |  | Percentage<br>Discount |
|----------|--|------------------------|
| ITEM 122 | OFS Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                      |
| ITEM 123 | OKLAHOMA SOUND  Lecterns/Presentation Carts – No Electronic Equipment  ADDITIONAL INFORMATION:  Delivery: Days ARO Installation:  Reconfiguration of Existing Furniture - \$/hr. | %                      |
| ITEM 124 | PALMER HAMILTON Cafeteria Tables/Food Court Tables ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                        | %                      |
| ITEM 125 | PAOLI (WHITEHALL) Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                      |
| ITEM 126 | PARAGON FURNITURE School Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                       | %                      |
| ITEM 127 | PERPETUAL ENTERPRISES School Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                   | %                      |

VENDOR NAME: \_\_\_\_\_

CVH/avt

|          |   | Single-Fixed<br>Percentage<br>Discount |    |
|----------|---|--|----|
| ITEM 128 | PETER PEPPER PRODUCTS  Display Cases/Visual Boards/Receptacles/Lecterns  ADDITIONAL INFORMATION  Delivery: Days ARO  Installation:  Reconfiguration of Existing Furniture - \$/hr.  |  | _% |
| ITEM 129 | PHOENIX SAFE INTERNATIONAL Filing Cabinets; Media, Fire and Cashier Safes ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  |  | _% |
| ITEM 130 | PLYMOLD SEATING Cafeteria/Restaurant Seating ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   |  | _% |
| ITEM 131 | PRIDE ENTERPRISES  Case Goods/Metal Furniture/Park & Recreational Furniture/ Refurbishing/Seating/Systems Furniture  ADDITIONAL INFORMATION:  Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. |  | _% |
| ITEM 132 | OUARTET Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   |  | _% |
| ITEM 133 | RAYNOR GROUP Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   |  | _% |
|          |   |  |    |

VENDOR NAME: \_\_\_\_\_

CVH/avt

|          |  | Single-Fixed<br>Percentage<br>Discount |
|----------|--|--|
| ITEM 134 | REPUBLIC STORAGE SYSTEMS Lockers/Shelving/Racks ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.           | %                                      |
| ITEM 135 | RFM SEATING Ergonomic Office Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                     | %                                      |
| ITEM 136 | RIGHT ANGLE Office/Modular Furniture (Ergonomics) ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.        | %                                      |
| ITEM 137 | ROYAL SEATING School Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                            | %                                      |
| ITEM 138 | RUSSELL CARROLL (RUSSWOOD) Library Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.             | %                                      |
| ITEM 139 | SAFCO (WORKSPACE INTERNATIONAL) Office/Drafting Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
|          |  |  |

|         |  | Single-Fixed<br>Percentage<br>Discount |
|---------|--|--|
| TEM 140 | SANDUSKY LEE  Material Handling/Educational/Office Cabinets/Lockers  ADDITIONAL INFORMATION:  Delivery: Days ARO Installation:  Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| TEM 141 | SAUDER Office/Computer Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                       | %                                      |
| TEM 142 | SCHOLARCRAFT School Desks/Chairs/Combos/Study Desks ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                     | %                                      |
| TEM 143 | SCHOOL SPECIALTY School and Early Childhood Furniture (Catalog) ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.         | %                                      |
| TEM 144 | SCHWAB Fire Resistant - File & Storage Cabinets/Safes/Data Safes ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.       | %                                      |
| TEM 145 | SCREENFLEX Room Dividers ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
|         |  |  |

| VENDOR NAME: _ |  |
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| CVH/avt        |  |

VENDOR NAME: \_\_\_\_\_

CVH/avt

|          |   | Single-Fixed<br>Percentage<br>Discount |
|----------|---|--|
| ITEM 146 | SHAIN SHOP-BUILT SOLUTIONS  Drafting/Cabinets/Desks/Seating/Storage  ADDITIONAL INFORMATION:  Delivery: Days ARO  Installation:  Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 147 | SICO AMERICA Cafeteria/Dining Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                  | %                                      |
| ITEM 148 | SIT-ON-IT SEATING Office Seating ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |
| ITEM 149 | SMITH CARREL Student Carrels/Computer Carrels/Computer Tables ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.           | %                                      |
| ITEM 150 | SMITH SYSTEMS Classroom Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                       | %                                      |
| ITEM 151 | SP RICHARDS Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
|          |   |  |

CVH/avt

|          |   | Single-Fixed<br>Percentage<br>Discount |
|----------|---|--|
| ITEM 152 | ST. TIMOTHY Office Chairs ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.   | %                                      |
| ITEM 153 | STYLEX Office Chairs ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 154 | SURFACE WORKS  Height Adj. Tables; Conference, Training, Activity Tables  ADDITIONAL INFORMATION:  Delivery: Days ARO Installation:  Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 155 | TEKNION Office Furniture/Work Stations/Tables/Seating ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                        | %                                      |
| ITEM 156 | TENNSCO Storage Systems/Shelving Systems/Office Systems ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                     | %                                      |
| ITEM 157 | TESCO Library Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| VENDOR N | NAME:   |  |

VENDOR NAME: \_\_\_\_\_

CVH/avt

|          |  | Single-Fixed<br>Percentage<br>Discount |
|----------|--|--|
| ITEM 158 | THONET (EPIC) Healthcare/Education and Corporate Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.               | %                                      |
| ITEM 159 | TLI FURNITURE Library Carrels, Bookcases, Chairs, Table, Circulation Desk ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 160 | TOLEDO FURNITURE Computer Workstation Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                           | %                                      |
| ITEM 161 | TUOHY FURNITURE Office Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 162 | TRENDWAY Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.  | %                                      |
| ITEM 163 | VERSTEEL Tables, Seating, Workstations and Panels ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                         | %                                      |
|          |  |  |

VENDOR NAME: \_\_\_\_\_

CVH/avt

|          |  | Single-Fixed<br>Percentage<br>Discount |
|----------|--|--|
| ITEM 164 | VIA Seating ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                                    | %                                      |
| ITEM 165 | VIRCO Office and Classroom Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.           | %                                      |
| ITEM 166 | WADDELL Display Cases ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                          | %                                      |
| ITEM 167 | WHITNEY BROTHERS  Early Childhood Furniture  ADDITIONAL INFORMATION  Delivery: Days ARO  Installation:  Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 168 | WINSTED Television Studio Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.             | %                                      |
| ITEM 169 | WINSTON & SONS Office Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.                | %                                      |
|          |  |  |

|          |   | Single-Fixed<br>Percentage<br>Discount |
|----------|---|--|
| ITEM 170 | WISCONSIN BENCH School/Education Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 171 | WOOD DESIGN Early Childhood Furniture ADDITIONAL INFORMATION: Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.     | %                                      |
| ITEM 172 | WORDEN COMPANY Library Furniture ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr.           | %                                      |

| VENDOR NAME: |  |
|--------------|--|
| CVH/avt      |  |

### **SECTION 5, BID SUMMARY SHEET**

### ADDITIONAL COMPANIES MAY BE ADDED TO BID

No more additional companies will be allowed than what is stated on this page DO NOT DUPLICATE FURNITURE COMPANIES

|          |   | Single-Fixed<br>Percentage<br>Discount |
|----------|---|--|
| ITEM 173 | Company: General Description ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 174 | Company: General Description ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 175 | Company: General Description ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 176 | Company: General Description ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |
| ITEM 177 | Company: General Description ADDITIONAL INFORMATION Delivery: Days ARO Installation: Reconfiguration of Existing Furniture - \$/hr. | %                                      |

VENDOR NAME: \_\_\_\_\_CVH/avt

## SECTION 5, BID SUMMARY SHEET (Continued) ADDITIONAL INFORMATION

### 1. <u>INSTALLATION SERVICES INFORMATION</u>

VENDOR NAME: \_\_\_\_\_

CVH/avt

|      | A. All delivery an   | d installation services will be performed by employees of This  |  |  |
|------|--|---|--|--|
|      |  | visits or other activities related to fulfillment of the terms of this contract.  |  |  |
|      | B. Our firm,   | , will be utilizing a third party provider(s) for delivery and installation   |  |  |
|      | Bidder's Business Entity services. In order to ensure that those acting as our agents in the fulfillment of this contract are in complianc all statutory requirements of the Jessica Lunsford Act. |   |  |  |
|      | List of firms that o<br>services for delive  | ur firm will be utilizing in third party <u>delivery and installation</u> services. Do not include transportation ery only. |  |  |
|      | Firm:  | Firm:   |  |  |
|      | Address:   | Address:  |  |  |
|      | City, State, Zip:  | City, State, Zip:   |  |  |
|      | Phone Number   | Contact Person:  Phone Number:  |  |  |
|      | Email:   | Email:  |  |  |
| 2.   |  | entative:   |  |  |
|      | Address:   |   |  |  |
|      | City, State, Zip: _  |   |  |  |
|      | Phone Number:_   | Fax Number:   |  |  |
|      | Email Address:   |   |  |  |
| NOTE | E TO BIDDER:   | Review General Condition 49 prior to completing and mailing this bid.   |  |  |
|      |  | Bidder's M/WBE Certification Number:  |  |  |
|      |  | Agency Issuing This Number:   |  |  |
|      | NO YES Bidder is <u>not</u> a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.    |   |  |  |

| ITEM 178: |           | (TO BE AWARDED AS A GROUP)  | UNIT<br><u>PRICE</u> | TOTAL<br><u>COST</u> |
|-----------|-----------|---|----------------------|----------------------|
| A.        | 250 cases | (SAP #6002464)  CHAIRS, METAL FOLDING (NON-UPHOLSTERED)  Steel seat and back rest only – non-upholstered and fully assembled. Color: Brown or light brown enamel finish single leg brace (front & back), rubber glides on each leg. Dimensions: Approx.17-3/4"W x 18-5/8"D, Seat Height: Approx. 16-3/4", Overall Height: 29-1/2" Packed four chairs per carton. Product will be shipped to individual SBBC locations. No minimum shipment allowed. Price must include shipping.  Approved Brands: Krueger Model 101, Virco Model 162, National Public Seating Model 50 or other brands meeting specifications. |                      |                      |
|           |           | Brand Offered:  | \$                   | _/cs \$              |
|           |           | Model Offered:  |                      |                      |
|           |           | Number of chairs per carton:  |                      |                      |
|           |           | Delivery Time (days ARO):   |                      |                      |
|           |           | Warranty Period:  |                      |                      |

| VENDOR NAME: _ |  |
|----------------|--|
| CVH/avt        |  |

| <u>ITEM 178:</u> |           | (TO BE AWARDED AS A GROUP)  | UNIT<br><u>PRICE</u> | TOTAL<br><u>COST</u> |
|------------------|-----------|---|----------------------|----------------------|
| В.               | 650 cases | (SAP #6003661)  CHAIRS, METAL FOLDING (UPHOLSTERED)  Steel seat and back rest – extra thick upholstered and fully assembled. Color: Silver, black or beige finish enamel finish single leg brace (front & back), rubber glides on each leg. Fabric colors: optional. Dimensions: Approx.17-3/4"W x 18-5/8"D, Seat Height: Approx. 16-3/4", Overall Height: Approx. 29-1/2" Packed four chairs per carton. Product will be shipped to individual SBBC locations. No minimum shipment allowed. Price must include shipping. Seating Colors: Beige, Grey, Blue, Brown, etc.  Approved Brands: Krueger Model 344DF, Virco Model 188, National Public Seating Model 2200/2300 Series or other brands meeting specifications. |                      |                      |
|                  |           | Brand Offered:  | \$                   | /cs \$               |
|                  |           | Model Offered:  |                      |                      |
|                  |           | Number of chairs per carton:  |                      |                      |
|                  |           | Fabric colors available:  |                      |                      |
|                  |           | Delivery Time (days ARO):   |                      |                      |
|                  |           | Warranty Period:  |                      |                      |

| VENDOR NAME: |  |
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| CVH/avt      |  |

### **SECTION 5, BID SUMMARY SHEET (Continued)** UNIT **TOTAL** PRICE COST ITEM 178 (continued): (TO BE AWARDED AS A GROUP) C. 20 each (SAP #6003667) CHAIRS, TRUCK TWO TIER FOR METAL FOLDING CHAIRS Chair truck, two tier storage cart for folding chairs, rack style, minimum of 80 folding chair capacity. Heavy duty casters, $4'' \times 1/4''$ swivel wheels. Vertical storage of chairs. Tubular steel frame. Size: Approximately 67"W x 33 1/4"L x 70 -72"H. Easy to assemble. Must be able to fit through a standard doorway. Black finish. No minimum shipment allowed. Price must include shipping. Approved Brands: National Public Seating Model 84, Virco Model HCT-6072, Correll Model C84, or other brands meeting specifications. \$\_\_\_\_\_/ea \$\_\_\_\_ Brand Offered: Model Offered: Quantity of chairs truck can hold: Delivery Time (days ARO):

Warranty Period:

| VENDOR NAME: _ |  |
|----------------|--|
| CVH/avt        |  |

|                       |         | SECTION 5, BID SUMMARY SHEET (Continued)   | UNIT         |          | TOTAL |
|-----------------------|---------|--|--------------|----------|-------|
| ITEM 178 (continued): |         | (TO BE AWARDED AS A GROUP)   | <u>PRICE</u> |          | COST  |
| D.                    | 10 each | (SAP #6003666) CHAIRS, TRUCK SINGLE TIER FOR METAL FOLDING CHAIRS Chair truck, single tier storage cart for folding chairs. Constructed from heavy duty steel, storage cart for folding chairs holds a minimum of 35 standard chairs. Vertical stacking of chairs; no horizontal stacking. Four (4) casters: two (2) fixed and two (2) swivel. Tubular steel handles. Size: Approximately, 38-1/4"H with handle x 21"W x 100"L. Black finish. No minimum shipment allowed. Price must include shipping.  Approved Brands: Vicro Model HCT8, National Public Seating Model DY-35, Correll Model C1996 or other brands meeting specifications. | 5            |          |       |
|                       |         | Brand Offered:   | \$           | _/ea \$_ |       |
|                       |         | Model Offered:   |              |          |       |
|                       |         | Quantity of chairs truck can hold:   |              |          |       |
|                       |         | Delivery Time (days ARO):  |              |          |       |
|                       |         | Warranty Period:   |              |          |       |
|                       |         | BID ITEM 178 (A through D Inclusive)   |              | \$       |       |

| VENDOR NAME: _ |  |
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VENDOR NAME: \_\_\_\_\_

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|                  |   | UNIT<br>PRICE | TOTAL<br><u>COST</u> |
|------------------|---|---------------|----------------------|
| <u>ITEM 179:</u> | (SAP #6005310) <b>DESK, STUDENT (COMBO – TABLE AND CHAIR).</b> Features an 18" x 24" work surface with durable high-pressure medium oak or laminate finish. Frame shall be self-supporting and non-tilting.   |               | <u> </u>             |
|                  | <ul> <li>Tubular nickel chrome steel with medium oak highpressure laminate top.</li> <li>Seat supports are die formed of approximately 16 gauge steel punched for concealed seat rivets.</li> <li>Unit shall have a one-piece combination seat and back injection molded of static free high density polypropylene with double contour seat and deep waterfall front.</li> <li>Underside sealed with backing sheet to present warping.</li> <li>Edges beveled/rounded and sealed with lacquer.</li> <li>One piece injection molded shell (chair frame) with rolled edges and additive to dispel static.</li> <li>Includes welded on under-seat wire bookrack and nylon based swivel glides.</li> <li>Work surface: Approx 18" x 24" and chair 17-1/2" -18"H</li> <li>Dimensions: Approx 31"H x 35"D x 24"W</li> </ul> |               |                      |
|                  | Shipped fully assembled and enclosed in a protective carton. Price must include shipping. Colors must include or be similar to: Black, Navy, Blueberry, Squash, Sunset (orange), Sea Mist, Graphite, Red, Wine, Purple and Cucumber. Warranty: Ten (10) years manufacturer limited warranty. No minimum shipment allowed.  Approved Brands: Virco Model 2400BR-18 or N240BR, Artco Bell Model 7458, Scholarcraft Model 627 or other brands meeting bid specifications.  COLOR OF DESK TO BE STATED ON THE PURCHASE ORDER.   |               |                      |
| 750 each         | Desk, Student (Table/Chair- Combo)  | \$            | _/ea \$              |
|                  | Brand Offered:  |               |                      |
|                  | Model Offered:  |               |                      |
|                  | Delivery (Days ARO):  |               |                      |
|                  | Colors:   |               |                      |
|                  | Warranty Period: 10 Years   |               |                      |

|           |   | UNI <sup>*</sup><br>PRI(                       |          | TOTAL<br>COST |
|-----------|---|--|----------|---------------|
| ITEM 180: |   | <u>- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1</u> | <u> </u> | <u> </u>      |
|           | (SAP #)   |  |          |               |
| 100 each  | DESK, STUDENT OPEN FRONT LAMINATE Student desk with book compartment. Tubular heavy gauge steel frame. Top composed of particle board with high pressure laminate surface. Black plastic charcoal frame (box) with adjustable chrome lower legs (22" – 30") and medium oak finish top. Open front plastic book box. Height adjustable in 1" increments.  Book Box Dimensions: Approx. 21"W x 16"D x 4.25"H Overall Dimensions: Approx. 18"D x 24"W x 22-30"H Shipped fully assembled and enclosed in a protective carton. Price must include shipping cost. Packed 2 Units per case. Warranty: Ten (10) years manufacturer limited warranty. No minimum shipment allowed. Orders will be placed in full carton quantities.  Approved Brands: Virco Model 785, Artco Bell Model Uniflex R9 or DA0D9 or other brands meeting bid specifications |  |          |               |
|           | Brand Offered:  | \$   | _/ea \$  |               |
|           | Model Offered:  |  |          |               |
|           | Delivery (Days ARO):  |  |          |               |
|           | Number of Units per Carton:   |  |          |               |
|           | Warranty Period:  |  |          |               |

| VENDOR NAME: |  |
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VENDOR NAME: \_\_\_\_\_

CVH/avt

|           |  | UNIT<br><u>PRICE</u> | TOTAL<br><u>COST</u> |
|-----------|--|----------------------|----------------------|
| ITEM 181: | (TO BE AWARDED AS A GROUP)   |                      |                      |
|           | Tables, Mobile Cafeteria with Bench Seat/Stool Mobile cafeteria table is sized for 5th grade to adult. 12-14 Gauge all welded steel frame construction. Chrome frame Edge Finish: T-Molding Edge or protective edge finish Casters: 4" swivel casters with ball bearing raceways. 1" wide rubber wheels. Top and Bench: 34" thick top with high pressure laminate surface. Torsion bars: Up-lock and down-lock mechanisms to enhance the ease and safety of folding Shipped fully assembled. Price must include shipping, inside delivery and removal of dunnage. Armor edge tabletop upgrade must be included in price. Color: Wilson Art Group 1. Product to be shipped to individual schools. Warranty: Ten (10) years manufacturer limited warranty. Price must include shipping. No minimum shipment allowed. |                      |                      |
| A. 70     | each (SAP #6000441)  TABLE, MOBILE CAFETERIA WITH BENCH SEAT -10' Bench: Approx. 17"H x 10'L, Table: 29"H x 30"W x 10'L Approved Brands: Virco Model MTB172910AEBX, Midwest Model MBU10C29PT-ZPT or other brands meeting bid specifications.   | \$                   | _ /ea \$             |
|           | Brand Offered:   |                      |                      |
|           | Model Offered:   |                      |                      |
|           | Delivery (Days ARO):   |                      |                      |
|           | Warranty:  |                      |                      |
| B. 250    | each (SAP #6000442)  TABLE, MOBILE CAFETERIA WITH BENCH SEAT – 12' Bench: Approx. 17"H x 12'L, Table: 29"H x 30"W x 12'L  Approved Brands: Virco Model MTB172912AEBX, Midwest Model MBU12C29-ZPT or other brands meeting bid specifications.   | \$                   | _/ea \$              |
|           | Brand Offered:   |                      |                      |
|           | Model Offered:   |                      |                      |
|           | Delivery (Days ARO):   |                      |                      |
|           | Warranty:  |                      |                      |

| ITEM 18 | <u>81:</u> | (TO BE AWARDED AS A GROUP)   | UNIT<br><u>PRICE</u> | TOTAL<br><u>COST</u> |
|---------|------------|--|----------------------|----------------------|
| C.      | 20 each    | (SAP #6000443)  TABLE, MOBILE CAFETERIA WITH STOOLS – 10' Bench: 17"H with 12 Stools Approx. Table: 29"H x 30"W x 10'L Approved Brands: Virco Model MTS172910-12AE, Midwest Model NSU1012C29-ZPT or other brands meeting bid specifications.  Brand Offered: | \$                   | _ /ea \$             |
|         |            | Model Offered:   |                      |                      |
|         |            | Delivery (Days ARO):   |                      |                      |
|         |            | Warranty:  |                      |                      |
| D.      | 80 each    | (SAP #6000444)  TABLE, MOBILE CAFETERIA WITH STOOLS – 12' Bench: Approx.17"H with 12 Stools Table: 29"H x 30"W x 12'L Approved Brands: Virco Model MTS172912-12AE, Midwest Model NSU1212C29-ZPT or other brands meeting bid specifications.                  | \$                   | /ea \$               |
|         |            | Brand Offered:   |                      |                      |
|         |            | Model Offered:   |                      |                      |
|         |            | Delivery (Days ARO):   |                      |                      |
|         |            | Warranty Period:   |                      |                      |
|         |            | BID ITEM 181 (A through D Inclusive)   |                      | \$                   |

| VENDOR NAME: |  |
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| ITEM 102        | ).       | (TO BE AWARDED AS A CROUD)  | PRICE | <u>COST</u> |
|-----------------|----------|---|-------|-------------|
| <u>ITEM 182</u> | <u>4</u> | CHAIR, STACKING - ARMLESS One piece injection molded shell (chair frame) with rolled edges and air vent lower back of chair. 4 leg, stackable 14" seat. Chrome plated. Dimension: Seat Height: (See Below), Width: 14-7/8", Depth 17-1/8". Overall dimensions: Approx. 30 1/2" H x 31" D x 21" W. Nylon base glides required. Price must include shipping. Warranty: Ten (10) years manufacturer limited warranty. No minimum shipment allowed. Colors must be provided or similar colors: Blueberry, Cranberry, Green, Grey, Navy, Blue, Red, and Beige. All colors must be priced the same. COLOR OF CHAIR WILL BE STATED ON PURCHASE ORDER AT TIME OF ORDER. |       |             |
| A.              | 250 each | (SAP #6003622) CHAIR, STACKING 13" Approved Brands: Virco Model 9014, Scholarcraft Model 123C, Artco-Bell Model 7103 or other brands meeting bid specifications.  Brand Offered:  Model Offered:  Colors Offered:   | \$    | /ea \$      |
| B.              | 175 each | (SAP #6003613) CHAIR, STACKING 15" Approved Brands: Virco Model 9016, Scholarcraft Model 125B, Artco-Bell Model 7105 or other brands meeting bid specifications.  Brand Offered:  Model Offered:  | \$    | _/ea. \$    |

| VENDOR NAME: |  |
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| CVH/avt      |  |

| ITEM 1 | 82 (Cont'd): | (TO BE AWARDED AS A GROUP)   | PRICE | <u>COST</u> |  |
|--------|--------------|--|-------|-------------|--|
| C.     | 2,000 each   | (SAP #6003610) CHAIR, STACKING 17" Approved Brands: Virco Model 9018, Scholarcraft Model 127A, Artco-Bell Model 7107 or other brands meeting bid specifications. | \$    | _ /ea. \$   |  |
|        |              | Brand Offered:   |       |             |  |
|        |              | Model Offered:   |       |             |  |
|        |              | Colors Offered:  |       |             |  |
|        |              |  |       |             |  |
|        |              | BID ITEM 182 (A through C Inclusive)   |       | \$          |  |
|        |              | Delivery (ARO):  |       |             |  |
|        |              | Warranty Period:   |       |             |  |

| VENDOR NAME: _ |  |
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| CVH/avt        |  |

|                | _          |  | UNIT<br>PRICE | TOTAL<br><u>COST</u> |
|----------------|------------|--|---------------|----------------------|
| <u>ITEM 18</u> | <u>33:</u> | (TO BE AWARDED AS A GROUP)   |               |                      |
|                |            | CHAIR, ERGONOMIC STACKING  One piece textured injection molded polypropylene shell (chair frame) with enhanced waterfall front seat edge and anti-static additive with rounded edges. Seat shell is permanently attached to the frame with steel rivets. Frame: 1" 14-gauge tubular steel nickel or chrome plated and joined with braces, 4 legs, seat size will vary with chair size. Four Nylon base glides required. Price must include shipping. Warranty: Ten (10) years manufacturer limited warranty. No minimum shipment allowed. Colors must be provided or similar colors: Blueberry, Cranberry, Green, Grey, Navy, Blue, Red, and Beige. All colors must be priced the same.  COLOR OF CHAIR WILL BE STATED ON PURCHASE ORDER AT TIME OF ORDER. |               |                      |
| A.             | 75 each    | (SAP #6) CHAIR, ERGONOMIC STACKING 13" Size: Approx. Seat 13"H x 12"D, Frame 13"W, Chair 24"H Approved Brands: Virco Model ZU413 or N214, Scholarcraft Model 1614, Artco-Bell Model P103 or other brands meeting bid specifications.   | · <del></del> | /ea. \$              |
|                |            | Brand Offered:   |               |                      |
|                |            | Model Offered:   |               |                      |
|                |            | Colors Offered:  |               |                      |
| В.             | 120 each   | (SAP #6) CHAIR, ERGONOMIC STACKING 15"   | \$/           | 'ea. \$              |
|                |            | Size: Approx. Seat 15"H x 13"D, Frame 16"W, Chair 28"H Approved Brands: Virco Model ZU415 or N216, Scholarcraft Model 1616, Artco-Bell Model P105 or other brands meeting bid specifications.  |               |                      |
|                |            | Brand Offered:   |               |                      |
|                |            | Model Offered:   |               |                      |
|                |            | Colors Offered:  |               |                      |
|                |            |  |               |                      |
|                |            |  |               |                      |

VENDOR NAME: \_\_\_\_\_\_CVH/avt

| ITEM 183 (Con          | t'd): (TO BE AWARDED AS A GROUP)   | UNIT<br><u>PRICE</u>      | TOTAL<br><u>COST</u> |
|------------------------|--|---------------------------|----------------------|
| C. 500 e               | Size: Seat 17.5"H x 15.5"D, Frame 18.5"W, Chair 32.5"H  Approved Brands: Virco Model ZU418 or N218  Scholarcraft Model 1618, Artco-Bell Model P107 or other brands meeting bid specifications.   | ı                         | /ea \$               |
|                        | Brand Offered:   | •                         |                      |
|                        | Model Offered:   |                           |                      |
|                        | Colors Offered:  |                           |                      |
|                        | Delivery:days ARO  |                           |                      |
|                        | Warranty Period:   |                           |                      |
|                        | BID ITEM 183 (A through C Inclusive)   |                           | \$                   |
|                        | Delivery (ARO):  |                           |                      |
| <u>ITEM 184:</u>       | (TO BE AWARDED AS A GROUP)   |                           |                      |
|                        | Protruding corners, edges and objects pose a high risk of per<br>injury. Bumper Guards made from non-marking, non-st-<br>recyclable polyurethane foam, you increase safety, minimize<br>related injuries and protect walls and equipment throughout<br>facilities. The flexible material absorbs the force of impact<br>gently bounces back. Color: Black. | aining<br>work-<br>ut the |                      |
| A. 200 eac             | ,,   |                           |                      |
|                        | THREE DIRECTIONAL PROTECTIVE CORNER – SELF ADH Size: 1-7/8" x 1-7/8" x 1.5". Non-Toxic. Approved Brands: American Permalight 3D Model 82-09 other brands meeting bid specifications  | ·                         | /ea.\$               |
|                        | Brand Offered:   |                           |                      |
|                        | Model Offered:   |                           |                      |
|                        | Packaging: per package.  |                           |                      |
|                        | Delivery:days ARO  |                           |                      |
| VENDOR NAMI<br>CVH/avt | <u>=</u> :   |                           |                      |

|                          |  | UNIT<br>PRICE                                | TOTAL<br>COST |
|--------------------------|--|--|---------------|
| ITEM 184 (Cont'd):       | (TO BE AWARDED AS A GROUP)   | <u></u>                                      | <u></u>       |
| B. 200 each              | (SAP #) TWO DIRECTIONAL PROTECTIVE CORNER – SELF ADHESIVE Size: Approx.1-7/8" x 1.5". Non-Toxic Approved Brands: American Permalight 2D Model 82-0970 of other brands meeting bid specifications   |  | /ea.\$        |
|                          | Brand Offered:   |  |               |
|                          | Model Offered:   |  |               |
|                          | Packaging: number of corners per pa  | ckage.                                       |               |
|                          | Delivery:days ARO  |  |               |
|                          | BID ITEM 184 (A through B Inclusive)   |  | \$            |
|                          | Delivery (ARO):  |  |               |
| <u>ITEM 185</u> 200 Pkgs | (SAP #)  IMPACT ABSORBING TABLE CORNER GUARDS – SELF ADHE Provides maximum protection from sharp edges. Pre-applied Adhesive Tape (or equal). Sticks on strong and installs on all surfa wood, glass, steel and ceramic. Will not damage furniture and is e to remove. Naturally fire retardant. Lead and phthalate free. Packa 12 guards per box. Color: Brown. Non-Toxic.  Approved Brands: SySrion® Corner Guards (12 Piece Kinglake® (12 Pieces), Baby Mate (12 Pieces) or other bra meeting bid specifications. | 3M<br>aces<br>easy<br>age:<br>e <b>es)</b> , |               |
|                          | Brand Offered:   | \$   | /pkg \$       |
|                          | Model Offered:   |  |               |
|                          | Packaging: number of corners per pa  | ckage.                                       |               |
|                          | Delivery:days ARO  |  |               |

| VENDOR NAME: |  |
|--------------|--|
| CVH/avt      |  |

|                 |          |   | UNIT<br><u>PRICE</u>   | TOTAL<br><u>COST</u> |
|-----------------|----------|---|--|----------------------|
| <u>ITEM 186</u> | 200 Pkgs | IMPACT ABSORBING CUSHION DESK TABLE EDGE – SEProvides maximum protection from sharp edges. Extra thick Approx. 6.5 Feet. Comes with 3M Adhesive Tape (or equal) 12 Feet. Sticks on strong and installs on all surfaces woo steel and ceramic. Will not damage furniture and is easy to Naturally fire retardant. Lead and phthalate free. Package: 1 per box. Color: Brown. Non-Toxic, Ordor Free, SCCP free, ple free and fire-retardant Approved Brands: SySrion® Corner Guards (12 Kinglake® (12 Pieces), Baby Mate (12 Pieces) or other meeting bid specifications. | c bumper<br>, Approx.<br>d, glass,<br>remove.<br>2 guards<br>hthalates<br>Pieces), |                      |
|                 |          | Make Offered:   | <b>_</b> \$  | /pkg \$              |
|                 |          | Model Offered:  | -  |                      |
|                 |          | Packaging: number of corners pe   | er package.  |                      |
|                 |          | Delivery:days ARO   |  |                      |
|                 | a out    |   |  |                      |
|                 |          | Item 184 (A) Item 7   | 184 (B)  |                      |
|                 |          |   |  |                      |
|                 |          | Item 185 Item 1   | 186  |                      |

Pictures shown are for identification purposes only.

| VENDOR NAME: _ |  |
|----------------|--|
| CVH/avt        |  |

# SECTION 6, ATTACHMENT 1 <u>DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP</u>

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<br>Employee | SBBC Department/ School of Bidder's<br>Employee |
|---|--|---|
|   |  |   |
|   |  |   |
|   |  |   |
| Check one of the following and sign:                      |  |   |
| ☐ I hereby affirm that there are no kno                   | wn persons employed by Bidder who are a        | Iso an employee of SBBC.                        |
| ☐ I hereby affirm that all known persor identified above. | is who are employed by Bidder who are als      | so an employee of SBBC have been                |
| Signature   | Compa  | ny Name   |
| 03/28/13  |  |   |
|   |  |   |
|   |  |   |

VENDOR NAME: \_\_\_\_\_\_CVH/avt

## SECTION 6, ATTACHMENT 2 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.

CVH/avt

| Thi         | is sworn statement is submitted to The School Board of Broward (   | County, I  | Florida,    |           |         |             |            |             |              |                |
|-------------|--|------------|-------------|-----------|---------|-------------|------------|-------------|--------------|----------------|
| by_         |  |            |             |           |         |             |            |             |              |                |
|             | (Print individual's name and title)  |            |             |           |         |             |            |             |              |                |
| for_        | (Print name of entity submitting sworn state   | ement)     |             |           |         |             |            |             |              |                |
| wh          | nose business address is   | Smorty     |             |           |         |             |            |             |              |                |
|             | ,  |            |             |           |         |             |            |             |              |                |
|             |  |            |             |           |         |             |            |             |              |                |
|             | d (if applicable) its Federal Employer Identification Number (FEIN)  |            |             |           |         |             |            |             |              |                |
| (If         | the entity has no FEIN, include the Social S | Security   | Number      | of        | the     | ndividua    | l signir   | ng this     | sworn        | statement:     |
| l ce        | ertify that I have established a drug-free workplace program and h   | have com   | nplied with | the follo | owing:  |             |            |             |              |                |
| 1.          | Published a statement notifying employees that the unlawful mais prohibited in the workplace and specifying the actions that sh  |            |             |           |         |             |            |             |              | ed substance   |
| 2.          | Informed employees about the dangers of drug abuse in the wo<br>drug counseling, rehabilitation and employee assistance prograviolations.  |            |             |           |         |             |            |             |              |                |
| 3.          | Given each employee engaged in providing the commodities subsection (1).   | or contra  | actual ser  | vices th  | nat are | under b     | oid a cop  | y of the    | statement    | specified in   |
| 4.          | In the statement specified in subsection (1), notified the employer are under bid, the employee shall abide by the terms of the state contendere to, any violation of chapter 893 or of any controlled workplace no later than five days after such conviction.  | itement a  | ind shall n | otify the | e empl  | oyer of a   | ny convi   | ction of, o | or plea of g | guilty or nolo |
| 5.          | Shall impose a sanction on, or require the satisfactory participat employee's community by, any employee who is so convicted.  | ition in a | drug abus   | e assist  | ance o  | or rehabil  | itation pr | ogram if s  | such is av   | ailable in the |
| 6.          | Am making a good faith effort to continue to maintain a drug fre   | ee workpl  | ace throuç  | gh imple  | ementa  | ation of th | nis sectio | n.          |              |                |
|             |  |            |             |           |         |             | (Signatur  | e)          |              |                |
| Sw          | vorn to and subscribed before me this day of   |            |             | , 20      |         |             |            |             |              |                |
| Pei         | rsonally Known   |            |             |           |         |             |            |             |              |                |
| OR          | R Produced identification  | Notary     | Public - S  | tate of   |         |             |            |             |              |                |
| <del></del> |  | My con     | nmission e  | expires_  |         |             |            |             |              |                |
| (Ty         | ype of identification)   |            |             |           |         |             |            |             |              |                |
| FO<br>3/9   | DRM: #4530<br>93   | (Printed   | d, typed or | stampe    | ed con  | nmission    | ed name    | of notary   | public)      |                |
| VE          | ENDOR NAME:  |            |             |           |         |             |            |             |              |                |

#### **SECTION 6, ATTACHMENT 3**

### **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

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

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

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

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

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

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

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

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

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

| VENDOR NAME: _ |  |
|----------------|--|
| CVH/avt        |  |

CVH/avt

### SECTION 6, ATTACHMENT 4 (See Special Condition 7)

LEGAL OPINION OF BIDDER'S PREFERENCE

### MUST BE COMPLETED BY ALL BIDDERS.

Section 1 must be completed by the Attorney for an Out-of-State Bidder Section 2 must be completed and signed by Florida Bidder

<u>NOTICE</u>: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.

| snail result in bid being considered "non-responsive" and bid rejected.   |
|---|
| SECTION 1 LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES  |
| (Must Select One)   |
| The Bidder's principal place of business is in the State of and it is my legal opinion that the laws of that state <u>do not</u> grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.  |
| The Bidder's principal place of business is in the State of and it is my legal opinion that the laws of that state <b>grant the following preference(s)</b> in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:   |
| The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts   |
| Signature of out-of-state Bidder's attorney:  |
| Printed name of out-of-state Bidder's attorney:   |
| Address of out-of-state Bidder's attorney:  |
| Telephone Number of out-of-state Bidder's attorney: ()  |
| Email address of out-of-state Bidder's attorney:  |
| Attorney's state(s) of bar admission:   |
|   |
| SECTION 2 LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS   |
| (Must Select One)   |
| The Bidder's principal place of business is in the political subdivision of Broward County, Florida.  |
| The Bidder's principal place of business is in the political subdivision of and it is my legal opinion that the laws of that political subdivision <u>do not grant a preference</u> in the letting of any or all public contracts to business entities whose principal places of business are in that political division.   |
| The Bidder's principal place of business is in the political subdivision of and it is my legal opinion that the laws of that political subdivision <b>grant the following preference(s)</b> in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: |
|   |
|   |
| VENDOD NAME:  |

### **SECTION 6, ATTACHMENT 5**

... W-9

### Request for Taxpaver

Give Form to the

| Departn                                       | ugust 2013)<br>nent of the Treasury<br>Revenue Service   | Identification Number   | er and Certific  | cation   |                             | requester. Do no<br>send to the IRS.   | t  |
|---|--|---|--|--|-----------------------------|--|----|
|   | Name (as shown o   | n your income tax return)   |  |  |                             |  |    |
| ge 2.   | Business name/dis  | regarded entity name, if different from above   |  |  |                             |  |    |
| on page                                       | Check appropriate  | box for federal tax classification:   | Partnership  | Trust/estate                                     | Exemption                   | s (see instructions):  | _  |
| ype   |  | ,   |  |  | Exempt pa                   | yee code (if any)  |    |
| Print or type<br>See Specific Instructions on | Limited liabili  | ty company. Enter the tax classification (C=C corporation, S=   | S corporation, Papartners  | ship) ►  | Exemption<br>code (if an    | from FATCA reporting<br>y)   |    |
| F Pi  | Other (see ins   | structions) > street, and apt. or suite no.)  |  | Requester's name a                               | and address                 | (optional)   | _  |
| Spec  | City state and 700   |   |  |  |                             |  |    |
| See   | City, state, and ZIP   | code  |  |  |                             |  |    |
|   | List account numb  | er(s) here (optional)   |  |  |                             |  | _  |
| Par   |  | yer Identification Number (TIN)   |  | 10-11  |                             |  | _  |
| to avoi                                       | id backup withhol  | propriate box. The TIN provided must match the nam<br>ding. For individuals, this is your social security numb  | per (SSN). However, for  |  | curity numb                 | er ·   | ┥  |
| entities                                      |  | rietor, or disregarded entity, see the Part I instruction<br>yer identification number (EIN). If you do not have a n  |  | ta 📗   | ] -[_]                      |  |    |
| Note.   | If the account is in   | n more than one name, see the chart on page 4 for go  | uidelines on whose   | Employer   | identificati                | on number  |    |
| numbe   | er to enter.   |   |  |  | -                           |  |    |
| Part  | THE RESERVE OF THE PARTY OF THE |   |  |  |                             |  | _  |
|   | penalties of perju   | ry, I certify that:<br>on this form is my correct taxpayer identification numb  | per for I am waiting for   | a number to be is                                | sued to m                   | e) and   |    |
| 2. I an<br>Ser                                | n not subject to b<br>vice (IRS) that I ar   | ackup withholding because: (a) I am exempt from bar<br>n subject to backup withholding as a result of a failur<br>backup withholding, and   | ckup withholding, or (b)   | ) I have not been r                              | notified by                 | the Internal Revenue   | m  |
| 3. I an                                       | n a U.S. citizen or  | other U.S. person (defined below), and  |  |  |                             |  |    |
|   |  | ntered on this form (if any) indicating that I am exemp   |  | •  | h. a. dalaat                | to be alone withhelding  |    |
| becaus<br>interes<br>genera<br>instruc        | se you have failed<br>t paid, acquisition  | ns. You must cross out item 2 above if you have been<br>to report all interest and dividends on your tax return<br>or abandonment of secured property, cancellation of<br>er than interest and dividends, you are not required to | n. For real estate transa<br>of debt, contributions to                           | actions, item 2 dos<br>o an individual reti      | es not app<br>rement arr    | ly. For mortgage<br>angernent (IRA), and   | }  |
| Sign<br>Here                                  | Signature of<br>U.S. person  |   | Da   | te ►   |                             |  |    |
| Gen   | eral Instruc   | tions   | withholding tax on foreign   | gn partners' share of                            | effectively                 | connected income, and  | _  |
|   |  | e Internal Revenue Code unless otherwise noted.   | <ol> <li>Certify that FATCA<br/>exempt from the FATCA</li> </ol>                 |  |                             | any) indicating that you a   | re |
| about F                                       | orm W-9, at www.in<br>g Form W-9 (such a   | IRS has created a page on IRS gov for information<br>s.gov/w9, Information about any future developments<br>s legislation enacted after we release it) will be posted.  | Note. If you are a U.S. p<br>W-9 to request your TIN<br>similar to this Form W-9 | l, you must use the r                            |                             | a form other than Form<br>orm if it is substantially   |    |
| Purp  | ose of Form  |   | Definition of a U.S. per<br>person if you are:                                   | rson. For federal tax                            | purposes, y                 | rou are considered a U.S.  |    |
|   |  | file an information return with the IRS must obtain your<br>on number (TIN) to report, for example, income paid to  | <ul> <li>An individual who is a</li> <li>A partnership, corpora</li> </ul>       |  |                             | n,<br>reated or organized in the   | e  |
| you, pay<br>transact                          | yments made to you<br>tions, real estate tra   | in settlement of payment card and third party network<br>esactions, mortgage interest you paid, acquisition or  | United States or under t<br>• An estate (other than a                            | the laws of the Unite                            |                             | out of the same of |    |
| abando<br>to an IR                            |  | operty, cancellation of debt, or contributions you made   | <ul> <li>A domestic trust (as d</li> </ul>                                       | efined in Regulations                            |                             |  |    |
|   | your correct TIN to  | are a U.S. person (including a resident alien), to<br>the person requesting it (the requester) and, when  | the United States are ge<br>1446 on any foreign par                              | enerally required to p<br>tners' share of effect | ay a withho<br>tively conne | cted taxable income fron   | n  |
|   | rtify that the TIN you   | are giving is correct (or you are waiting for a number  | the rules under section  | 1446 require a partn                             | ership to pro               | V-9 has not been receive<br>esume that a partner is a  |    |
| 2. Ce   | rtify that you are not   | subject to backup withholding, or   | U.S. person that is a par  | rtner in a partnership                           | conducting                  | x. Therefore, if you are a<br>g a trade or business in the<br>stablish your U.S. status  | he |
|   |  | backup withholding if you are a U.S. exempt payee. If<br>tifying that as a U.S. person, your allocable share of   | and avoid section 1446   |  |                             |  |    |

Cat. No. 10231X

Form W-9 (Rev. 8-2013)

| VENDOR NAME: |  |
|--------------|--|
| CVH/avt      |  |

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Form W-0 (Rev. 8-2013) Page 2

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 not 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 Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treatly 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 examption 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 the items:

- 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.
- 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.
- 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 allon 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 beat 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,
- You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- The IRS tells the requester that you furnished an incorrect TIN,
- 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
- 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. Cartain payees are exampt 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 faisitying information. Willfully faisitying certifications or affirmations may subject you to criminal penalties including thes and/or inputsonment.

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 is name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TiN.

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

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

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. Form W-0 (Rav. 8-2013) Page 3

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 oustodian
  - 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<br>patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be<br>reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees<br>1 through 5 <sup>2</sup>  |
| Payments made in settlement of<br>payment card or third party network<br>transactions     | Exempt payees 1 through 4   |

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

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 keeve 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 broko
  - 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 taxpayor 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.lrs.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.

- 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 morely providing your comect TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 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, rejuitles, 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 cartification.

| <b>VENDOR NAME:</b> |  |
|---------------------|--|
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<sup>&</sup>lt;sup>3</sup>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.

Form W-9 (Rav. 8-2013) Page 4

#### What Name and Number To Give the Requester

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

<sup>&</sup>lt;sup>1</sup> List first and direle 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.

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

Identify 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 orimes. An identify their may use your SSN to get a job or may file a tax return using your SSN to receive a return.

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 walket, 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 elligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

The IRS does not initiate contacts with texpayers via emails. Also, the IRS does not request personal detailed information through email or ask texpayers 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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

#### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debit; 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 talse or fraudulent information.



<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>&</sup>lt;sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business rame/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.

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.

<sup>&</sup>quot;Note. Crantor also must provide a Form W-e to trustee of trust



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### **SECTION 6, ATTACHMENT 6**

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

|  | uthorization Agraement   |                                   |
|--|--|-----------------------------------|
| -  | authorization Agreement  |                                   |
| I (we) hereby authorize <u>The School Board of Broward Co</u> named below. Additionally, I authorize <u>The School Boa</u> event that a credit entry is made in error. |  |                                   |
| Further, I agree not to hold <b>The School Board of Bro</b> incomplete information supplied by me or by my financial i depositing funds to my account.                 |  |                                   |
| This agreement shall remain in effect until <b>The School Bo</b> my financial institution and that the origination of ACH tran   | pard of Broward County receives written notification of sactions to my (our) account must comply with the procount Information | f cancellation<br>provisions of I |
| Name of Bank or Financial Institution:   |  |                                   |
| Branch/ State  | <del></del>  |                                   |
| Routing No:  | Checking   |                                   |
| Account No:<br>VENDOR AREA:  |  |                                   |
| Remittance Confirmation: (please select one)   | Fax  |                                   |
| Federal Identification No. Vendor  | TAX ID#  |                                   |
| Update Pur   | chase 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 chec  | ck to verify bank details and routing number.  |                                   |
| This form must be returned to  | o: SBBC – Purchasing – Data Strategy Group<br>e FL 33351 call: 754-321-0516 or fax # 754-321-0533                              | 3                                 |
|  |  |                                   |
| 7720 W. Oakland Park Blvd, Sunris  | e by DATA STRATEGY GROUP   |                                   |

### SECTION 7, 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 in   | information shall help SBBC in the prepa | ration of future Bids. |  |
|---|--|------------------------|--|
| Bid Number:   |  | Title:                 |  |
| Comp  | npany Name:                              |                        |  |
| Conta   | tact:                                    |                        |  |
| Addre   | ress:                                    |                        |  |
|   |  |                        |  |
| Telep   | phone:                                   | Facsimile:             |  |
| V   | Reasons for "NO Bid":                    |                        |  |
|   | Unable to comply with product or se      | ervice specifications. |  |
|   | Unable to comply with scope of wor       | k.                     |  |
| 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. |  | group.                 |  |
|   |  |                        |  |
|   |  |                        |  |
| 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)                    |                        |  |
| Comn  | nments:                                  |                        |  |
|   |  |                        |  |
|   |  |                        |  |
|   |  |                        |  |
| C'  |  | Duli                   |  |
| Signa   | nature:                                  | Date:                  |  |
|   |  |                        |  |
|   |  |                        |  |

VENDOR NAME: \_\_\_\_\_

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## EXHIBIT A M/WBE PARTICIPATION

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

| M/WBE Firm Information                         | Scope and/or Nature of<br>Work to be Performed<br>by the M/WBE | PROVIDE<br>% of M/WBE<br>Participation for<br>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.:                  |  |   |
|  |  |   |
| LEASE INDICATE IF AMOUNT TO BE EXPENSED IS     | S: PER YEAR L - PER CONTRACT                                   | 「PERIOD ∐ OR OTHER  |
| LIST OF SBBC M/WBE CERTIFIED VENDORS CA        | AN BE FOUND AT THIS WEBSITE                                    |   |
| LIG. G. GEBOWWIE GERMINE VENDORO               | 22 . 33.12   | ••  |
| p://www.broward.k12.fl.us/supply/vendors/MWBE. | htm  |   |

VENDOR NAME: \_\_\_\_\_

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### Exhibit A

Monthly Utilization Reports to be Submitted to:
The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704

754-321-0550 Telephone 754-321-0934 FAX

### **MONTHLY M/WBE UTILIZATION REPORT**

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

| payments of not, until all comm   | itteu remune                          | iation has bee                       | in received b                                      | y the m, wi               | <i>,</i>  |
|---|---------------------------------------|--------------------------------------|--|---------------------------|---|
| 1. Reporting Period From:   |                                       | Reportir                             | ng Period To:                                      |                           |   |
| This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida. |                                       |                                      |  |                           |   |
| PRIME VENDOR INFORMATION  |                                       |                                      |  |                           |   |
| NAME & ADDRESS OF PRIME VENDOR  | CONTRACT<br>AMOUNT<br>(if applicable) | LENGTH OF<br>CONTRACT                | CONTRACT<br>START<br>DATE                          | CONTRACT<br>END<br>DATE   | TOTAL % OR<br>\$ AMOUNT<br>TO<br>MINORITY/<br>WOMEN |
| ITB Number: 17-009V  ITB Title: SCHOOL AND DEPARTMENT FURNITURE   |                                       |                                      |  |                           |   |
|   |                                       |                                      |  |                           |   |
| SUPPLIER DIVERS   | SITY & OUTRE                          | ACH PROGRAI                          | M VENDOR IN  | IFORMATIO                 | N   |
| NAME OF CERTIFIED M/WBE VENDOR  | WORK<br>DESCRIPTION                   | AMOUNT<br>DRAWN/PAID<br>TO<br>VENDOR | AMOUNT FOR<br>WORK<br>PERFORMED<br>DURING<br>MONTH | AMOUNT<br>PAID TO<br>DATE | % of TOTAL PAID<br>TO CONTRACT<br>AMOUNT            |
|   |                                       |                                      |  |                           |   |
|   |                                       |                                      |  |                           |   |
|   |                                       |                                      |  |                           |   |
|   |                                       |                                      |  |                           |   |
|   |                                       |                                      |  |                           |   |
|   |                                       |                                      |  |                           |   |
| Company Official's Signature & Title:   |                                       |                                      |  |                           |   |
| Phone # () Date:  |                                       |                                      |  |                           |   |
|   |                                       |                                      |  |                           |   |

| VENDOR NAME: _ |  |
|----------------|--|
| CVH/avt        |  |

### 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 <u>Federal Register</u> (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <a href="http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35">http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3-sec1183-35</a>

### (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: |  |
|--------------|--|
| CVH/avt      |  |

### 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 voluntary 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: _ |  |
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